Human Rights Services
Agreement

THIS AGREEMENT made as of the _____ day of April, 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Ministry of Justice

(herein called the "**Province**")

OF THE FIRST PART

AND:

COMMUNITY LEGAL ASSISTANCE SOCIETY (CLAS)

(herein called the "**Contractor**")

OF THE SECOND PART

WHEREAS the Province has established and provides funding for the BC Human Rights Clinic, operated by CLAS, and

WHEREAS CLAS provides information, advice and advocacy services to eligible Complainants at the early stages of a human rights complaint, and legal assistance to eligible Complainants at the later stages, as well as educational services, and

WHEREAS the Province is responsible for ensuring the development and implementation of a program of public education and information designed to promote an understanding of the *Human Rights Code*,

WITNESSETH that the parties hereto agree as follows:

1. DEFINITIONS

1.01 In this Agreement and its Schedules, unless the context otherwise requires:

"**BC Human Rights Clinic**" means the program title that the Contractor must use when providing the Services under this Agreement;

"**BC Human Rights Tribunal**" means the tribunal created under the *Human Rights Code*;

"**CLAS**" means the Community Legal Assistance Society;

"**Client**" means a person who has filed a Complaint and who the Contractor has determined is eligible to receive client services in accordance with the Schedule of Services;

"Collaborate" means active participation, open sharing of information, creative problem solving, and development of options;

"***Commercial Arbitration Act***" means the *Commercial Arbitration Act*, R.S.B.C. 1996, c.55;

"**Complainant**" means a person who has filed or wishes to file a complaint under the *Human Rights Code*;

"**Complaint**" means a complaint that has been filed under the *Human Rights Code*;

"Eligible Costs" means the costs identified in as those necessarily incurred by the Contractor in order to deliver the Services set out in Schedule of Services;

"***Financial Administration Act***" means the *Financial Administration Act*, R.S.B.C. 1996, c. 138;

"***Human Rights Code***" means the *Human Rights Code*, R.S.B.C. 1996, c. 210;

"**Incorporated Material**" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

"**Material**" means the Produced Material and the Received Material;

"**Produced Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;

"**Received Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

"**Respondent**" means a person who is, or may be, named as a respondent in a Complaint;

"**Services**" means the services described in the Schedule of Services;

"**Term**" means the period referred to in paragraph 2.02.

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2. APPOINTMENT AND TERM

2.01 The Province retains the Contractor to provide the Services described in the attached Schedule of Services.

2.02 Notwithstanding the date of execution and delivery of this Agreement, the Contractor will provide the Services during the period commencing April 1, 2016, and ending March 31, 2017.

3. REVIEW OF AGREEMENT

3.01 The parties agree to meet on a quarterly basis each year during the Term of the Agreement to review the terms of the Agreement, in particular those relating to the Services, including case loads and costs of providing the Services. .

3.02 For the purposes of 3.01, Subject to solicitor-client privilege, and upon the Province's reasonable request the Contractor must provide data, information, or reports, in a form and at the times satisfactory to the Province.

4. PAYMENT

4.01 If the Contractor complies with the Agreement the Province will pay the Contractor, on account of Eligible Costs incurred, at the times and on the conditions set out in the Schedule of Payments.

4.02 The Province is not obliged to pay the Contractor more than the "Maximum Amount" specified in the Schedule of Payments.

4.03 The Province certifies to the Contractor that the Services purchased under this Agreement are for the Province's use and are being purchased by the Province with Crown funds and are therefore not subject to the Goods and Services Tax.

5. CONTRACTOR'S OBLIGATIONS

5.01 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

5.02 The Contractor will provide the Services under the program title BC Human Rights Clinic and will use this title in all material, correspondence, communications, and in any dealings with the public and Respondents and Complainants related to the delivery of the Services.

5.03 The Contractor must:

(a) ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised; and

(b) supply and pay for all labour, materials, equipment, facilities, charges, licensing and professional fees, costs and expenses necessary or advisable to perform the Contractor's obligations under this Agreement.

5.04 (a) Without limiting paragraph 5.03 the Contractor will ensure that any of the employees, contractors, or pro bono lawyers it retains to represent Complainants, will maintain throughout the Term of this Agreement;

(i) all certifications and licenses necessary to practice law and qualify as legal counsel in British Columbia;

(ii) at least the minimum professional liability insurance coverage that is required from time to time for a barrister and solicitor in the private practice in the Province of British Columbia in order to obtain the aforesaid certifications and licences; and

(b) The Contractor will, at the request of the Province, provide evidence satisfactory to the Province that the Contractor and all personnel engaged by the Contractor hold or have been issued all required licences, certificates and memberships and that they are valid and subsisting and in good standing.

5.05 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out

5.06 If the Province provides an instruction under section 5.05 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

5.07 Requesting written confirmation of an instruction under section 5.06 does not relieve the Contractor from complying with the instruction at the time the instruction was given

5.08 The Contractor will participate in any evaluation or review of the delivery of the Services as required by the Province.

5.09 The Contractor will not commit or purport to commit the Province to pay any money unless specifically authorized by this Agreement.

5.10 The Contractor will implement an internal complaint process approved by the Province to respond to complaints by Complainants about the client services referred to in the Schedule of Services.

5.11 The Contractor must exhaust all other sources of funding it has or may receive for delivering Services similar to those outlined in the Schedule of Services, prior to seeking payment under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

(a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

(i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

(ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub contractual agreements in place and available to enable the Contractor to fully perform the Services, and

(iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and

(b) if the Contractor is not an individual,

(i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and

(ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

7. RECORDS AND REPORTS

7.01 In connection with the provision of the Services the Contractor will:

(a) keep records of all dates and hours of service provided by lawyers;

(b) keep books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same;

(c) keep books of account and supporting documents relating to the number of employees, and the classification, wages and benefits provided to these employees;

(d) keep and maintain all records and files, including Client files, in accordance with the requirements of the Law Society of British Columbia; and

(e) subject to solicitor-client privilege, permit the Province at all reasonable times to inspect such records, files and any other documents that relate to the provision of the Services for the purposes of copying or auditing the same.

7.02 In addition to the information or reports required pursuant to the attached Schedules, the Contractor will:

(a) subject to solicitor-client privilege, on request, fully inform the Province of work done and to be done by or for the Contractor in connection with the provision of the Services;

(b) provide quarterly financial reports in a form satisfactory to the Province with the first reporting period being April 1, 2016 to June 30, 2016.

(c) provide quarterly service reports in a form satisfactory to the Province; and

(d) provide the Province with the Contractor's year end service report by April 25, 2017, and a copy of the Contractor's annual audited financial report relating to the term of the contract.

7.03 The Contractor consents to the Province sharing, to the extent it is legally able to do so, with CLAS any information received by the Province from the Contractor that relates to the delivery of the Services.

7.04 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to, subject to solicitor client privilege, inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

8. MATERIAL AND INTELLECTUAL PROPERTY

8.01 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

8.02 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

8.03 The Province exclusively owns all intellectual property rights, including copyright, in:

(a) Received Material that the Contractor receives from the Province; and

(b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favor any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a

Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

8.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

(a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and

(b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

9. PRIVACY, SECURITY AND CONFIDENTIALITY

9.01 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

9.02 The Contractor must:

(a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and

(b) comply with the Security Schedule attached as Schedule G.

9.03 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

(a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;

(b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or

(c) if it is information in any Incorporated Material.

10. INDEPENDENT CONTRACTOR

10.01 The Contractor is an independent contractor and not the servant, employee, agent or partner of the Province.

10.02 The Contractor will not do anything that would result in personnel hired by the Contractor or a subcontractor being considered an employee of the Province.

11. LIABILITY INSURANCE

11.01(a) The Contractor will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia or Canada and in forms and amounts acceptable to the Province:

(b) Commercial General Liability in an amount not less than $2,000,000 inclusive per occurrence insuring against bodily injury, personal injury, property damage and liability assumed under this Agreement. The Province is to be an additional insured under this insurance and this insurance shall be endorsed to provide the Province with 30 days advance written notice of cancellation or material change. This insurance must include a cross liability clause.

(c) Professional Liability in an amount not less than $1,000,000, insuring the contractor's liability resulting from errors and omissions in the performance of professional services under this agreement.

11.02 All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province.

11.03 The Contractor will provide the Province with evidence of all required insurance prior to the commencement of the Services, and from time to time as requested by the Province, in the form of a completed Province of British Columbia Certificate of Insurance. When requested by the Province, the Contractor will provide certified copies of required insurance policies.

11.04 The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.

11.07 The Contractor will comply generally with the *Workers' Compensation Act* and in particular will obtain and maintain during the Term of this Agreement, the necessary coverage of the Contractor's employees, and will, upon request by the Province, provide particulars of such coverage.

12. INDEMNITY

12.01 The Contractor will indemnify and save harmless the Province and its employees and agents, from and against any and all claims, demands, losses, damages, actions, causes of actions, costs and expenses made against or incurred, suffered or sustained by the Province at any time or times, either before or after the expiration or sooner termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of anything done or omitted to be done by the Contractor or by any agent, employee, officer, director or subcontractor of the Contractor in providing the Services pursuant to this Agreement.

13. ASSIGNMENT AND SUBCONTRACTING

13.01 The Contractor will not without the prior written consent of the Province, such consent which will not be unreasonably withheld:

(a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or

(b) subcontract any obligation of the Contractor under this Agreement.

13.02 No subcontract entered into by the Contractor will relieve the Contractor from any of its obligations under this Agreement or impose any obligation or liability upon the Province to any such subcontractor.

14. CONTRACTOR'S OTHER WORK

14.01 Nothing in this Agreement will affect the entitlement of the Contractor to bring any kind of legal action against the Province and/or the BC Human Rights Tribunal that might arise in the ordinary course of its business of assisting clients, in any of the programs it operates.

14.02 The Contractor will not provide any services to any person in circumstances which, in the reasonable opinion of the Province, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duty to the Province under this Agreement.

15. TERMINATION

15.01 Either party may terminate this Agreement at any time, without cause, by giving not less than 90 days written notice of termination to the other party.

15.02 If the Contractor fails to comply with any provision of this Agreement, or any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, in addition to any other remedy or remedies available to the Province, the Province may, at its option, immediately terminate this Agreement by the Province giving written notice of termination to the Contractor and if such option is exercised then this Agreement will terminate on the date such notice is received or deemed received by the Contractor pursuant to paragraph 17.01.

15.03 If this Agreement is terminated pursuant to paragraph, 15.01 or 15.02, the Province will be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive, pursuant to the Schedule of Payments, for Services provided to the date the termination takes effect.

15.04 The payment by the Province of the amount described in section 15.03 discharges the Province from all liability to make payments to the Contractor under this Agreement.

15.05 If this Agreement is terminated pursuant to paragraph 15.01 or 15.02 the Contractor will, if requested repay to the Province any funds advanced in accordance with paragraph 1 of Schedule B if the actual Eligible Costs incurred for the delivery of the Services at the time of

termination are less than the total payment made in accordance with paragraph 1 of Schedule B.

16. FILE MANAGEMENT ON EXPIRY OR TERMINATION OF AGREEMENT

16.01 On expiry or termination of this Agreement, the Contractor will forthwith deliver all administrative records that are not described in paragraphs 16.02 or 16.03 and that are related to the provision of the Services to such person and at such place as the Province may direct.

16.02 On expiry or termination of this Agreement, the Contractor will retain and dispose of all closed Complainants' files in accordance with the rules of the Law Society of British Columbia.

16.03 On expiry or termination of this Agreement, the Contractor will take instructions from the Complainant with respect to his or her open Complainant file whether to:

(a) deliver the file to the Complainant;

(b) if the Contractor is agreeable, continue to have conduct of the Complainant's file without provincial funding; or

(c) deliver the Complainant's file to another person or agency as arranged by the Province.

16.04 On expiry or termination of this Agreement, in addition to the obligations in paragraphs 16.01 to 16.03, the Contractor and the Province may develop a negotiated withdrawal of Services plan which may include adjustments to the Services and provisions for the secure storage or retention of files which are subject to solicitor-client privilege in addition to any other provisions which may be required for the orderly withdrawal or ending of the Services.

17. NOTICES

17.01 Any notice, document, waiver, statement, report, or any and all of the information that either party may desire or be required to give or deliver to the other to be effective, must be in writing and is conclusively deemed to have been validly given or delivered to and received by the addressee, if faxed to the fax number specified in this Agreement, on the date of transmission; if delivered personally, on the date of delivery; or, if mailed, on the fifth business day after mailing the same in British Columbia by prepaid post addressed,

if to the Province:

Dispute Resolution Office
Justice Services Branch
Ministry of Justice
3rd Floor - 703 Broughton Street Victoria BC V8W 1E2

Attention: Executive Director
Facsimile: 250 387-1189

and if to the Contractor:

Community Legal Assistance Society
300 – 1140 West Pender Street
Vancouver BC V6E 4G1

Attention: Executive Director
Facsimile: 604 685-7611

17.02 Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of paragraph 16.01, be deemed to be the address of the party giving such notice.

18. NON-WAIVER

18.01 A waiver of any term of this Agreement, or of any breach by the Contractor of this Agreement, is effective only if it is in writing and signed by the Province and is not a waiver of any other term or any other breach.

19. APPROPRIATION

19.01 Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:

(a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and

(b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited, pursuant to the *Financial Administration Act,* expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

20. ARBITRATION

20.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

(a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

(b) if the dispute is not resolved through collaborative negotiation within 15 business days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and

(c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

20.02 Unless the parties otherwise agree in writing, an arbitration or mediation under section 20.01 will be held in Victoria, British Columbia.

20.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

21. GENERAL

21.01 This Agreement is governed by and is to be construed in accordance with the laws of the Province of British Columbia.

21.02 The Contractor will comply with all applicable laws.

21.03 The Contractor will give all notices and obtain all licenses and permits required to perform the Services. The Contractor will comply with all laws applicable to the Services.

21.04 Paragraphs 5.07, 6, 7, 8, 9,12, 15.03, 19 and 20 continue in force after this Agreement ends.

21.05 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

21.06 If there is any conflict between any provision in the body of this Agreement and any provision of any attached Schedule, then the provisions in the body of this Agreement will prevail.

21.07 The headings appearing in this Agreement have been inserted for reference as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

21.08 This Agreement and any modifications to it constitute the entire agreement between the parties as to the performance of the Services.

21.09 No modification of this Agreement is effective unless it is in writing and signed by the parties.

21.10 Every reference to an act, whether or not defined in this Agreement, includes all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of, that act.

21.11 Nothing in this Agreement will be construed or deemed to derogate from or limit the rights and privileges of the Province or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Services or any person to whom the Services are provided by the Contractor.

21.12 If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement, and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.

22. EXECUTION BY COUNTERPARTS

22.01 The Province and the Contractor agree that this Agreement may be entered into by the Province and the Contractor by each signing a separate copy of this Agreement, including a photocopy or facsimile copy, and delivering it to the other party by facsimile transmission.

WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

Signed on behalf of Her Majesty the Queen in right of the Province of British Columbia by a duly authorized representative of the Attorney General, Ministry of Justice

David Memer
Executive Director

Craig Richardson
(Witness)

Date: April 8, 2016

SIGNED AND DELIVERED by or on behalf of the Community Legal Assistance Society

Authorized Signatory of the Contractor

Aleem Bhamji
Executive Director
Community Legal Assistance Society
(Print name and title)

Rita Hatina
(Witness)

Date: April 7, 2016

SCHEDULE OF SERVICES

BACKGROUND

The Attorney General has a statutory mandate under section 5 of the *Human Rights Code* (Code) to develop and conduct "a program of public education and information designed to promote an understanding of this Code". From 2003 to 2014, this program was delivered through the Ministry of Justice, the Human Rights Tribunal and the Human Rights Clinic (Clinic). The Clinic was compromised of three service providers: the BC Human Rights Coalition (Coalition), the Community Legal Assistance Society (CLAS), and the University of Victoria Law Centre (Law Centre). The Coalition and CLAS provided the majority of Clinic services, with the former focusing mainly on education, early resolution and advocacy services, while the latter focuses mainly on legal assistance, including legal representation.

In July 2014, a review of BC's human rights services was launched with the assistance of Peter Adams, a consultant. Mr. Adams' final report identified opportunities to reduce costs. In order to implement the recommendations in Adams report, CLAS and the Coalition worked together to develop a single integrated human rights service now provided by CLAS. The single integrated service emphasizes the prevention and early resolution of human rights issues, with the priority being delivery of pubic legal education and information (PLEI) services and early resolution services. The resources dedicated to the provision of legal advice and representation services, particularly in judicial reviews and in the appellate courts, has been reduced. In keeping with the Adams report recommendations, the single integrated service will enable a cost-effective allocation of staff resources, while maintaining service integrity. Proportionality principles will govern the delivery of all services – in other words, the amount of process and resources used to resolve a case will be proportionate to the monetary value, complexity and importance of the case.

SERVICES

1.0 Public Legal Education and Information

The Contractor must make public legal education and information related to human rights issues and services accessible to people throughout BC. Public legal education and information must be available by telephone, online or in person.

The Contractor must:

a) maintain a telephone enquiry line accessible to all people within BC during business hours on business days that meets the following requirements;
   i. provides an initial call-back within three business days;
   ii. provides basic information regarding the Human Rights Code, including how to be protected from discrimination, whether the Code may apply to a particular complaint, and how the BC Human Rights Tribunal process works;
   iii. Refers callers who have had their complaint accepted by the BC Human Rights Tribunal to the intake team for an initial evaluation to determine if further eligibility and contact is necessary and to give appropriate information; and
   iv. provides appropriate service options and referrals including the availability of the Drop In and Triage Clinic if appropriate.

b) maintain a human rights website with content approved by the Province;
c) provide a minimum of 15 in-person public legal education and information sessions. These may include participation in community programs that promote the purposes of the Code and public events on behalf of the BC Human Rights Clinic;
d) provide education sessions based on demand, where possible on a cost recovery basis, to employers, service providers, labour representatives and other interested groups (collectively the "Education Groups") throughout British Columbia, including sessions designed to teach the Education Groups techniques for early resolution of human rights disputes. All cost recovery is to be reported as income in the quarterly financial reports (Schedule of Payments) and any amount in excess of cost recovery shall form part of any surplus returned to the Province as outlined in Section 4.0;
e) prepare any necessary education materials required to deliver public information sessions and education sessions in consultation with the Province and the Human Rights Tribunal.

2.0 Drop In and Triage Clinic

At least one day per week in which there are no statutory holidays, the Contractor must operate a free public drop-in and triage clinic in Vancouver, that will:

a) conduct an initial evaluation, provide appropriate education and information to the public seeking human rights information;
b) provide information on options available to resolve human rights issues including early dispute resolution alternatives;
c) provide referrals or recommend service alternatives as appropriate
d) assist individuals in completing BC Human Rights Tribunal complaint forms;
e) using a multi-disciplinary approach, have at a minimum, the following staff/positions available during clinic hours, where possible: one advocate and one legal administrative assistant
f) subject to resource availability and at the discretion of the Contractor provide direct access to lawyers that will give limited legal advice respecting straightforward legal issues, including issues in relation to execution of settlement agreement and releases.

3.0 Online Service Strategy

Consistent with administrative justice principles and modern service delivery principles, the Contractor is to work with the Province in developing an online service strategy. The strategy is to include identifying opportunities and tools that will enhance user access through technology, and shift service models away from in-person services.

4.0 Determine Eligibility for Complainant Services

The Contractor will provide Complainant services to individuals residing in BC who require assistance to access the complaint process of the BC Human Rights Tribunal. Complainant services include intake, settlement and resolution, and legal advice and representation services as described below. Eligibility for Complainant services must be determined in accordance with the following:

Mandatory criteria:

a) the individual has filed a Complaint which has been accepted by the BC Human Rights Tribunal for filing;

b) the individual has revealed what appears to be a case of discrimination on its face;
c) the individual is unable to obtain assistance from other sources, such as a private lawyer or other agencies that provide legal services without charge or at a significantly reduced rate, including a union, community agency, or professional association;

In addition to the mandatory criteria the Contractor must consider whether:

a) the individual meets the income screening guidelines set out below. No substantiating documentation of income is required. The Contractor may use its discretion to determine which point in time will reasonably be used for this income screening (e.g. either before or after a recent job loss that might be the subject of the said human rights complaint). If it becomes evident while providing Complainant services that the individual reported inaccurate income and was not eligible for service, the Contractor must refer the client to another service instead of proceeding with services. The inaccuracy must be noted in the client file. If the person returns for service at a later time, the discrepancy must be discussed and the person asked to provide proof of income before receiving service.

Number of Household Members	Annual Net Household Income*
4 or fewer	$37,000
5	$42,000
6	$47,000
7 or more	$51,000

**Income is the person's net annual household income from all sources*

b) the individual is unable to represent him/herself due to diminished capacity or other physical, mental or socio-economic limitations affecting their ability do so;
c) the individual has applied for assistance in a timely manner;
d) the individual has filed an application, in a form satisfactory to the Province, with the Contractor;
e) the individual is willing to sign a retainer letter;
f) the merits of the case and the likelihood that the Complainant will succeed;
g) the availability of alternative processes that may reasonably address the issues raised in the complaint;
h) the nature of the issues raised by the complaint, including whether the complaint is likely to benefit more than one person and raises important issues of law, the resolution of which would advance the purposes of the Code; and
i) the availability of the Contractor's (and other) resources to provide the Complainant services.

5.0 Complainant Services

Services are to be delivered to Complainants in the following priority:

a) First priority: Complainants unable to represent themselves due to diminished capacity or other limitations affecting their ability to do so who are of modest means according to the above income screening guidelines:
b) Second priority: Complainants who are of modest means according to the above income amounts.
c) Third priority: Subject to resources and available funding, provide services to Complainants who do not fit in the first two priority categories.

After assessing eligibility under Section 4 above, determining the level of priority and using a multi-disciplinary approach, the Contractor must provide the following types of services.

5.1 Intake Services

The Contractor must provide the following intake services:

a) interview the Complainant to obtain a thorough overview of the issues raised in the complaint;
b) apply standard human rights law and principles to analyse the facts as represented, and advise on options in addition to a human rights complaint for responding to the issues, including filing a grievance under a collective agreement or dealing with the matter under another process;
c) determine and advise if a request should be made to the BC Human Rights Tribunal to defer the processing of the complaint;
d) determine and advise if the complaint form should be amended; and
e) determine the most cost effective way to address the issue while maintaining service integrity and using the principles of proportionality.

5.2 Settlement and Resolution Services for Eligible Complainants

The Contractor must provide the following settlement and resolution services throughout the complaint process by:

a) explaining to Complainants how settlement processes (including mediation) work, and what is expected of the Complainant and of the other parties;
b) reviewing factual elements of the potential terms of settlement and instructing the Complainant to assemble any reasonably expected documents such as income tax returns or pay stubs;
c) explaining to the Complainant what the legal basis for remedy in human rights law is, assessing proposals for settlement and advising on the reasonableness and appropriateness of settlement proposals;
d) attending mediation or other resolution proceedings with the Complainant;
e) preparing submissions or documents as requested by a mediator or chair of an early resolution proceedings; and
f) in the event of a settlement, assisting the Complainant with post-settlement requirements, such as finalizing the settlement agreement, obtaining releases, and dismissing or discontinuing the proceedings before the BC Human Rights Tribunal.

5.3 Legal Advice and Representation Services

The Contractor may only provide legal representation if all available options to reach an appropriate settlement have been utilized.

The Contractor may provide legal advice and representation services to eligible Complainants. These services shall be delivered by appropriate persons, including lawyers who have the requisite degree of competence, or by persons legally authorized to provide such services.

Legal advice and representation services include the following:

5.3.1 Preliminary Applications

The Contractor will:

a) determine if preliminary applications, such as applications to compel the production of documents or to amend complaint forms, are required and take the required measures to obtain said applications; and
b) respond to any pre-hearing applications filed by another party to the complaint including applications to dismiss the complaint on a preliminary basis.

5.3.2 Pre-Hearing Preparation

The Contractor will deliver hearing preparation services including the following:

a) undertaking all preparation incidental to preparing for a hearing before the BC Human Rights Tribunal including carrying out correspondence, reviewing the Complaints filed and meeting with the Complainant,
b) undertaking all legal and evidentiary research reasonably necessary or desirable to competently represent the Complainant at the various stages of the BC Human Rights Tribunal's complaint process including formal pre-hearing events,
c) contacting witnesses including ensuring available witnesses are interviewed, witness statements are prepared where appropriate, witness statements are disclosed as required, and that lay and expert witnesses are prepared for hearing,
d) preparing evidence including undertaking reasonable additional steps as required to confirm or rebut allegations made by the parties such as by written interrogatories, in person interviews, or other fact finding processes in preparation for the hearing,
e) assessing and ensuring that expert evidence has been commissioned, consulting and retaining experts, ensuring expert reports are delivered within the prescribed time periods and, where required, attending at examinations for discovery of the experts or other parties.
f) preparing for and attending pre-hearing motions
g) preparing documents and submissions as necessary,
h) complying with disclosure of documents, and
i) discussing settlement options with the Complainant.

5.3.3. Services during the Hearing

The Contractor will:
a) represent the Complainant at hearings before the BC Human Rights Tribunal;
b) present opening and closing statements;
c) prepare and introduce all relevant documentary evidence;
d) conduct direct and cross examination of witnesses; and
e) present all relevant legal research in support of the Complainant's case.

5.3.4 Post-Hearing Matters

The Contractor will attend to post-hearing matters, such as preparation of additional submissions as requested by the BC Human Rights Tribunal and will file orders of the BC Human Rights Tribunal with the Supreme Court of British Columbia.

5.3.5 Services Outside the Scope of Legal Advice and Representation Services

The Contractor will not represent the Complainant other than as specifically referenced in this Schedule of Services and in particular will not provide representation in:

a) an application to the Supreme Court of British Columbia to enforce a settlement agreement or an order of the BC Human Rights Tribunal;
b) judicial reviews; and
c) appellate cases.

5.3.6 Systemic Cases

The Contractor must inform the Province regarding cases the Contractor considers to be resource intensive systemic matters and must work with the Province to determine strategies for managing and addressing the resources to be allotted to such cases. In a case where there appears to be a conflict of interest with the Province, the Contractor is permitted to exercise its discretion in the allocation of resources to the case, applying the above mandatory and discretionary criteria including the above-described principle of proportionality

6.0 Limitation of Withdrawal of Complainant Services

The Contractor may limit or withdraw Complainant services from a person previously found to be eligible for services, if the Contractor determines, in its sole discretion, there is a valid reason to do so. The Contractor must document why and at what stage the service was limited or withdrawn.

7.0 Information Management Database and Reporting

The Contractor must:
a) maintain a comprehensive information management database with the ability to report data by month and cumulatively by fiscal year-to-date.
b) focus the reports on the following four key areas:
    i. Length of time from intake to resolution;
    ii. Cost per case;
    iii. Complainant satisfaction with process and outcome; and
    iv. Activities clearly linked to the BC Human Rights Clinic goals and objectives.
c) Include in the reports the following:
    i. Background and context;
    ii. Mission statement, goals and objectives;
    iii. Nature of the client community;
    iv. Nature of the issues that are being addressed;
    v. Description of activities and measures of success; and
    vi. Impact;
d) provide other routine or special reports agreed to by the Contractor and the Province.

The Contractor will meet with the contract manager and other ministry representatives as and when required to review and discuss the service reports.

The Contractor will electronically provide the Province with quarterly service reports the first reporting period being April 1 to June 30th and the final reporting period being January 1 to March 31st in a form and manner approved by the Province. Reports will be due 25 calendar days past the reporting period, the final fiscal year end report is due on April 30 of each year.

Schedule of Payments

1. Fees and Expenses will be disbursed over one fiscal year, Fiscal 2016–17 (April 1, 2016 to March 31, 2017). Subject to the delivery and completion of the services described in Schedule of Services, in form and content satisfactory to the Contract Manager, the Province will make payments to the Contractor as follows:

Deliverable	Description	Amount(s)	Deliver on or before
Signed Contract	Signed Contract	$458,000.00	April 8, 2016
Service Report & Financial Report	Rpt 01 (April 1 to Jun 30) 3 months	$450,000.00	July 25, 2016
Service Report & Financial Report	Rpt 02 (July 1 to Sept 30) 3 months	$300,000.00	October 25, 2016
Service Report & Financial Report	Rpt 03 (Oct 1 to Dec 31) 3 months	$120,000.00	January 25, 2017
Draft Financial Report on March 31st followed by final financial and service reports on April 30, 2016	Rpt 04 (Jan 1 to March 31) 3 months	$20,000.00	March 31, 2017

2. On no account will fees and expenses payable to the Contractor in accordance with this Schedule for fiscal year 2016-2017 exceed the **Maximum Amount of $1,348,000.00.**

3. Final payment on March 31, 2017 will be released when the Contractor provides to the satisfaction of the Contract Manager a projected financial report reconciling to the projected expenditures expended from April 1, 2016 to March 31, 2017. A final year end financial report reconciled to expenditures is due on April 30, 2017 and will include any year end savings.

4. Unless the Province has provided prior written approval to carry over year end savings, the Contractor will refund to the Province all over projected amount of operational expenses on demand if the actual operational expenses incurred by the Contractor to perform the Services during the program year are less than projected operational funds for the program year, as set out in this Schedule or as determined in accordance with the Agreement. If the parties do not agree on the amount of the refund with 30 business days from the day of the Province's demand, the matter will be referred to binding arbitration under paragraph 20 Arbitration.

5. For clarity, reimbursements for any expenses and disbursements incurred by the Contractor required to provide the Services are included in the Maximum Amount.

6. The Contractor will reimburse its staff for travel, accommodation, and meal expenses for travel greater than 32 kilometers away from Greater Vancouver, British Columbia at Group II rate set out at http://www2.gov.bc.ca/local/myhr/documents/travel/travel_allowances_app1.pdf

7. Any costs paid to the Contractor as a result of a settlement agreement or an order for costs made by the BC Human Rights Tribunal or a court against a Respondent will not affect the payments set out in Section 1.

8. In the event of this Agreement is terminated, the Contractor will be entitled to receive such pro-rated portion of any installment payments due to the Contractor. The Contractor will be entitled to no further payment or reimbursement whatsoever and will be liable to account to the Province in respect to an overpayment, provided that this section will not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,

   (a) "**access**" means disclosure by the provision of access;

   (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act*;

   (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

   (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act; and

   (e) "**privacy course**" means the Province's online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and

   (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
   (a) the purpose for collecting it;
   (b) the legal authority for collecting it; and
   (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete the privacy course prior to that person providing those services, or as soon as practicable thereafter.

7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.

12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

13. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information in accordance with the best practices standards of the Law Society of BC.

Use of personal information

17. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

    (a) receives a foreign demand for disclosure;

    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or

    (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

    the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
    (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
    (b) any direction given by the Province under this Schedule.

24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.

32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule G – Security Schedule

Definitions

1. In this Schedule,

(a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;

(b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;

(c) "Information" means information

(i) in the Material, or

(ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;

(d) "Record" means a "record" as defined in the *Interpretation Act*;

(e) "Sensitive Information" means

(i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or

(ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and

(f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include

(i) the Contractor or a subcontractor if an individual, or

(ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless

the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:

   (a) their access to Sensitive Information; and

   (b) other matters specified by the Province in writing for the purposes of this section.

6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:

   (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and

   (b) limit access to Facilities and Equipment of the Contractor

   (i) being used by the Contractor to provide the Services, or

   (ii) that may be used by someone to access Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the

Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:

   (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and

   (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:

   (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and

   (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

   (a) remained as complete as when it was acquired or accessed by the Contractor; and

   (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:

   (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or

(b) unauthorized access to Facilities or Equipment has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:

    (a) any Records in the possession of the Contractor containing Information; or

    (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any

provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:

    (a) references to sections are to sections of this Schedule; and

    (b) references to appendices are to the appendices attached to this Schedule.

20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.

21. The appendices attached to this Schedule are part of this Schedule.

22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.

23. If there is a conflict between:

    (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and

    (b) a documented process required by this Schedule to be created or maintained by the Contractor the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.

24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card Issued by provincial or territorial government: • Canadian birth certificate Issued by Government of Canada: • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• School ID card (student card) • Bank card (only if holder's name is on card) • Credit card (only if holder's name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver's licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner's signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

Human Rights Services Agreement

THIS AGREEMENT made as of the 1st day of April, 2017.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Ministry of Justice

(herein called the "**Province**")

OF THE FIRST PART

AND:

COMMUNITY LEGAL ASSISTANCE SOCIETY (CLAS)

(herein called the "**Contractor**")

OF THE SECOND PART

WHEREAS the Province has established and provides funding for the BC Human Rights Clinic, part of which is jointly operated by the Vancouver Area Human Rights Coalition Society and CLAS, and

WHEREAS the Coalition provides information, advice and advocacy services to eligible Complainants at the early stages of a human rights complaint, and provides educational services, and

WHEREAS CLAS provides legal assistance to eligible Complainants, and

WHEREAS the Province is responsible for ensuring the development and implementation of a program of public education and information designed to promote an understanding of the *Human Rights Code*,

WITNESSETH that the parties hereto agree as follows:

1. DEFINITIONS

1.01 In this Agreement and its Schedules, unless the context otherwise requires:

"**BC Human Rights Clinic**" means the program title that the Contractor must use when providing the Services under this Agreement;

"**BC Human Rights Tribunal**" means the tribunal created under the *Human Rights Code*;

"**CLAS**" means the Community Legal Assistance Society;

"**Client**" means a person who has filed a Complaint and who the Contractor has determined is eligible to receive client services in accordance with the Schedule of Services;

"Collaborate" means active participation, open sharing of information, creative problem solving, and development of options;

"***Commercial Arbitration Act***" means the *Commercial Arbitration Act*, R.S.B.C. 1996, c.55;

"**Complainant**" means a person who has filed or wishes to file a complaint under the *Human Rights Code*;

"**Complaint**" means a complaint that has been filed under the *Human Rights Code*;

"**Eligible Costs**" means the costs identified in as those necessarily incurred by the Contractor in order to deliver the Services set out in Schedule of Services;

"***Financial Administration Act***" means the *Financial Administration Act*, R.S.B.C. 1996, c. 138;

"***Human Rights Code***" means the *Human Rights Code*, R.S.B.C. 1996, c. 210;

"**Incorporated Material**" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

"**Material**" means the Produced Material and the Received Material;

"**Produced Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;

"**Received Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

"**Respondent**" means a person who is, or may be, named as a respondent in a Complaint;

"**Services**" means the services described in the Schedule of Services;

"**Term**" means the period referred to in paragraph 2.02.

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2. APPOINTMENT AND TERM

2.01 The Province retains the Contractor to provide the Services described in the attached Schedule of Services.

2.02 Notwithstanding the date of execution and delivery of this Agreement, the Contractor will provide the Services during the period commencing April 1, 2017, and ending March 31, 2018.

3. REVIEW OF AGREEMENT

3.01 The parties agree to meet on a quarterly basis each year during the Term of the Agreement to review the terms of the Agreement, in particular those relating to the Services, including case loads and costs of providing the Services. .

3.02 For the purposes of 3.01, Subject to solicitor-client privilege, and upon the Province's reasonable request the Contractor must provide data, information, or reports, in a form and at the times satisfactory to the Province.

4. PAYMENT

4.01 If the Contractor complies with the Agreement the Province will pay the Contractor, on account of Eligible Costs incurred, at the times and on the conditions set out in the Schedule of Payments.

4.02 The Province is not obliged to pay the Contractor more than the "Maximum Amount" specified in the Schedule of Payments.

4.03 The Province certifies to the Contractor that the Services purchased under this Agreement are for the Province's use and are being purchased by the Province with Crown funds and are therefore not subject to the Goods and Services Tax.

5. CONTRACTOR'S OBLIGATIONS

5.01 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

5.02 The Contractor will provide the Services under the program title BC Human Rights Clinic and will use this title in all material, correspondence, communications, and in any dealings with the public and Respondents and Complainants related to the delivery of the Services.

5.03 The Contractor must:

(a) ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised; and

(b) supply and pay for all labour, materials, equipment, facilities, charges, licensing and professional fees, costs and expenses necessary or advisable to perform the Contractor's obligations under this Agreement.

5.04 (a) Without limiting paragraph 5.03 the Contractor will ensure that any of the employees, contractors, or pro bono lawyers it retains to represent Complainants, will maintain throughout the Term of this Agreement;

(i) all certifications and licenses necessary to practice law and qualify as legal counsel in British Columbia;

(ii) at least the minimum professional liability insurance coverage that is required from time to time for a barrister and solicitor in the private practice in the Province of British Columbia in order to obtain the aforesaid certifications and licences; and

(b) The Contractor will, at the request of the Province, provide evidence satisfactory to the Province that the Contractor and all personnel engaged by the Contractor hold or have been issued all required licences, certificates and memberships and that they are valid and subsisting and in good standing.

5.05 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out

5.06 If the Province provides an instruction under section 5.05 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

5.07 Requesting written confirmation of an instruction under section 5.06 does not relieve the Contractor from complying with the instruction at the time the instruction was given

5.08 The Contractor will participate in any evaluation or review of the delivery of the Services as required by the Province.

5.09 The Contractor will not commit or purport to commit the Province to pay any money unless specifically authorized by this Agreement.

5.10 The Contractor will implement an internal complaint process approved by the Province to respond to complaints by Complainants about the client services referred to in the Schedule of Services.

5.11 The Contractor must exhaust all other sources of funding it has or may receive for delivering Services similar to those outlined in the Schedule of Services, prior to seeking payment under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

(a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

(i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

(ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub contractual agreements in place and available to enable the Contractor to fully perform the Services, and

(iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and

(b) if the Contractor is not an individual,

(i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and

(ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

7. RECORDS AND REPORTS

7.01 In connection with the provision of the Services the Contractor will:

(a) keep records of all dates and hours of service provided by lawyers;

(b) keep books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same;

(c) keep books of account and supporting documents relating to the number of employees, and the classification, wages and benefits provided to these employees;

(d) keep and maintain all records and files, including Client files, in accordance with the requirements of the Law Society of British Columbia; and

(e) subject to solicitor-client privilege, permit the Province at all reasonable times to inspect such records, files and any other documents that relate to the provision of the Services for the purposes of copying or auditing the same.

7.02 In addition to the information or reports required pursuant to the attached Schedules, the Contractor will:

(a) subject to solicitor-client privilege, on request, fully inform the Province of work done and to be done by or for the Contractor in connection with the provision of the Services;

(b) provide quarterly financial reports in a form satisfactory to the Province with the first reporting period being April 1, 2017 to June 30, 2017.

(c) provide quarterly service reports in a form satisfactory to the Province; and

(d) provide the Province with the Contractor's year end service report by April 25, 2018, and a copy of the Contractor's annual audited financial report relating to the term of the contract.

7.03 The Contractor consents to the Province sharing, to the extent it is legally able to do so, with CLAS any information received by the Province from the Contractor that relates to the delivery of the Services.

7.04 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to, subject to solicitor client privilege, inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

8. MATERIAL AND INTELLECTUAL PROPERTY

8.01 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

8.02 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

8.03 The Province exclusively owns all intellectual property rights, including copyright, in:

(a) Received Material that the Contractor receives from the Province; and

(b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favor any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

8.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

(a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and

(b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

9. PRIVACY, SECURITY AND CONFIDENTIALITY

9.01 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

9.02 The Contractor must:

(a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and

(b) comply with the Security Schedule attached as Schedule G.

9.03 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

(a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;

(b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or

(c) if it is information in any Incorporated Material.

10. INDEPENDENT CONTRACTOR

10.01 The Contractor is an independent contractor and not the servant, employee, agent or partner of the Province.

10.02 The Contractor will not do anything that would result in personnel hired by the Contractor or a subcontractor being considered an employee of the Province.

11. LIABILITY INSURANCE

11.01(a) The Contractor will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia or Canada and in forms and amounts acceptable to the Province:

(b) Commercial General Liability in an amount not less than $2,000,000 inclusive per occurrence insuring against bodily injury, personal injury, property damage and liability assumed under this Agreement. The Province is to be an additional insured under this insurance and this insurance shall be endorsed to provide the Province with 30 days

advance written notice of cancellation or material change. This insurance must include a cross liability clause.

(c) Professional Liability in an amount not less than $1,000,000, insuring the contractor's liability resulting from errors and omissions in the performance of professional services under this agreement.

11.02 All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province.

11.03 The Contractor will provide the Province with evidence of all required insurance prior to the commencement of the Services, and from time to time as requested by the Province, in the form of a completed Province of British Columbia Certificate of Insurance. When requested by the Province, the Contractor will provide certified copies of required insurance policies.

11.04 The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.

11.07 The Contractor will comply generally with the *Workers' Compensation Act* and in particular will obtain and maintain during the Term of this Agreement, the necessary coverage of the Contractor's employees, and will, upon request by the Province, provide particulars of such coverage.

12. INDEMNITY

12.01 The Contractor will indemnify and save harmless the Province and its employees and agents, from and against any and all claims, demands, losses, damages, actions, causes of actions, costs and expenses made against or incurred, suffered or sustained by the Province at any time or times, either before or after the expiration or sooner termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of anything done or omitted to be done by the Contractor or by any agent, employee, officer, director or subcontractor of the Contractor in providing the Services pursuant to this Agreement.

13. ASSIGNMENT AND SUBCONTRACTING

13.01 The Contractor will not without the prior written consent of the Province, such consent which will not be unreasonably withheld:

(a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or

(b) subcontract any obligation of the Contractor under this Agreement.

13.02 No subcontract entered into by the Contractor will relieve the Contractor from any of its obligations under this Agreement or impose any obligation or liability upon the Province to any such subcontractor.

14. CONTRACTOR'S OTHER WORK

14.01 Nothing in this Agreement will affect the entitlement of the Contractor to bring any kind of legal action against the Province and/or the BC Human Rights Tribunal that might arise in the ordinary course of its business of assisting clients, in any of the programs it operates.

14.02 The Contractor will not provide any services to any person in circumstances which, in the reasonable opinion of the Province, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duty to the Province under this Agreement.

15. TERMINATION

15.01 Either party may terminate this Agreement at any time, without cause, by giving not less than 90 days written notice of termination to the other party.

15.02 If the Contractor fails to comply with any provision of this Agreement, or any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, in addition to any other remedy or remedies available to the Province, the Province may, at its option, immediately terminate this Agreement by the Province giving written notice of termination to the Contractor and if such option is exercised then this Agreement will terminate on the date such notice is received or deemed received by the Contractor pursuant to paragraph 17.01.

15.03 If this Agreement is terminated pursuant to paragraph, 15.01 or 15.02, the Province will be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive, pursuant to the Schedule of Payments, for Services provided to the date the termination takes effect.

15.04 The payment by the Province of the amount described in section 15.03 discharges the Province from all liability to make payments to the Contractor under this Agreement.

15.05 If this Agreement is terminated pursuant to paragraph 15.01 or 15.02 the Contractor will, if requested repay to the Province any funds advanced in accordance with paragraph 1 of Schedule B if the actual Eligible Costs incurred for the delivery of the Services at the time of termination are less than the total payment made in accordance with paragraph 1 of Schedule B.

16. FILE MANAGEMENT ON EXPIRY OR TERMINATION OF AGREEMENT

16.01 On expiry or termination of this Agreement, the Contractor will forthwith deliver all administrative records that are not described in paragraphs 16.02 or 16.03 and that are related to the provision of the Services to such person and at such place as the Province may direct.

16.02 On expiry or termination of this Agreement, the Contractor will retain and dispose of all closed Complainants' files in accordance with the rules of the Law Society of British Columbia.

16.03 On expiry or termination of this Agreement, the Contractor will take instructions from the Complainant with respect to his or her open Complainant file whether to:

(a) deliver the file to the Complainant;

(b) if the Contractor is agreeable, continue to have conduct of the Complainant's file without provincial funding; or

(c) deliver the Complainant's file to another person or agency as arranged by the Province.

16.04 On expiry or termination of this Agreement, in addition to the obligations in paragraphs 16.01 to 16.03, the Contractor and the Province may develop a negotiated withdrawal of Services plan which may include adjustments to the Services and provisions for the secure storage or retention of files which are subject to solicitor-client privilege in addition to any other provisions which may be required for the orderly withdrawal or ending of the Services.

17. NOTICES

17.01 Any notice, document, waiver, statement, report, or any and all of the information that either party may desire or be required to give or deliver to the other to be effective, must be in writing and is conclusively deemed to have been validly given or delivered to and received by the addressee, if faxed to the fax number specified in this Agreement, on the date of transmission; if delivered personally, on the date of delivery; or, if mailed, on the fifth business day after mailing the same in British Columbia by prepaid post addressed,

if to the Province:

Dispute Resolution Office
Justice Services Branch
Ministry of Justice
3rd Floor - 703 Broughton Street
Victoria BC V8W 1E2

Attention: Executive Director
Facsimile: 250 387-1189

and if to the Contractor:

Community Legal Assistance Society
300 – 1140 West Pender Street
Vancouver BC V6E 4G1

Attention: Executive Director
Facsimile: 604 685-7611

17.02 Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of paragraph 16.01, be deemed to be the address of the party giving such notice.

18. NON-WAIVER

18.01 A waiver of any term of this Agreement, or of any breach by the Contractor of this Agreement, is effective only if it is in writing and signed by the Province and is not a waiver of any other term or any other breach.

19. APPROPRIATION

19.01 Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:

(a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and

(b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited, pursuant to the *Financial Administration Act,* expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

20. ARBITRATION

20.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

(a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

(b) if the dispute is not resolved through collaborative negotiation within 15 business days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and

(c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

20.02 Unless the parties otherwise agree in writing, an arbitration or mediation under section 20.01 will be held in Victoria, British Columbia.

20.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

21. GENERAL

21.01 This Agreement is governed by and is to be construed in accordance with the laws of the Province of British Columbia.

21.02 The Contractor will comply with all applicable laws.

21.03 The Contractor will give all notices and obtain all licenses and permits required to perform the Services. The Contractor will comply with all laws applicable to the Services.

21.04 Paragraphs 5.07, 6, 7, 8, 9,12, 15.03, 19 and 20 continue in force after this Agreement ends.

21.05 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

21.06 If there is any conflict between any provision in the body of this Agreement and any provision of any attached Schedule, then the provisions in the body of this Agreement will prevail.

21.07 The headings appearing in this Agreement have been inserted for reference as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

21.08 This Agreement and any modifications to it constitute the entire agreement between the parties as to the performance of the Services.

21.09 No modification of this Agreement is effective unless it is in writing and signed by the parties.

21.10 Every reference to an act, whether or not defined in this Agreement, includes all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of, that act.

21.11 Nothing in this Agreement will be construed or deemed to derogate from or limit the rights and privileges of the Province or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Services or any person to whom the Services are provided by the Contractor.

21.12 If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement, and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.

22. EXECUTION BY COUNTERPARTS

22.01 The Province and the Contractor agree that this Agreement may be entered into by the Province and the Contractor by each signing a separate copy of this Agreement, including a photocopy or facsimile copy, and delivering it to the other party by facsimile transmission.

WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

Signed on behalf of Her Majesty the Queen in right of the Province of British Columbia by a duly authorized representative of the Attorney General, Ministry of Justice

David Nemer
Executive Director

Craig Richardson
(Witness)

Date: 13/4/2017

SIGNED AND DELIVERED by or on behalf of the Community Legal Assistance Society

Authorized Signatory of the Contractor (Aleem Bharmal)

Executive Director
(Print name and title)

(Witness)

Date: April 4, 2017

SCHEDULE OF SERVICES

BACKGROUND

The Attorney General has a statutory mandate under section 5 of the *Human Rights Code* (Code) to develop and conduct "a program of public education and information designed to promote an understanding of this Code". From 2003 to 2014, this program was delivered through the Ministry of Justice, the Human Rights Tribunal and the Human Rights Clinic (Clinic). The Clinic was compromised of three service providers: the BC Human Rights Coalition (Coalition), the Community Legal Assistance Society (CLAS), and the University of Victoria Law Centre (Law Centre). The Coalition and CLAS provided the majority of Clinic services, with the former focusing mainly on education, early resolution and advocacy services, while the latter focuses mainly on legal assistance, including legal representation.

In July 2014, a review of BC's human rights services was launched with the assistance of Peter Adams, a consultant. Mr. Adams' final report identified opportunities to reduce costs. In order to implement the recommendations in Adams report, CLAS and the Coalition are working together to develop a single integrated human rights service. The single integrated service will emphasize the prevention and early resolution of human rights issues, with the priority being delivery of pubic legal education and information (PLEI) services and early resolution services. The resources dedicated to the provision of legal advice and representation services, particularly in judicial reviews and in the appellate courts, will be reduced. In keeping with the Adams report recommendations, the single integrated service will enable a cost-effective allocation of staff resources, while maintaining service integrity. Proportionality principles will govern the delivery of all services – in other words, the amount of process and resources used to resolve a case will be proportionate to the monetary value, complexity and importance of the case.

SERVICES

1.0 Public Legal Education and Information

The Contractor must make public legal education and information related to human rights issues and services accessible to people throughout BC. Public legal education and information must be available by telephone, online or in person.

The Contractor must:

a) maintain a telephone enquiry line accessible to all people within BC during business hours on business days that meets the following requirements;
   i. provides an initial call-back within three business days;
   ii. provides basic information regarding the Human Rights Code, including how to be protected from discrimination, whether the Code may apply to a particular complaint, and how the BC Human Rights Tribunal process works;
   iii. Refers callers who have had their complaint accepted by the BC Human Rights Tribunal to the intake team for an initial evaluation to determine if further eligibility and contact is necessary and to give appropriate information; and
   iv. provides appropriate service options and referrals including the availability of the Drop In and Triage Clinic if appropriate.

b) maintain a human rights website with content approved by the Province;
c) provide a minimum of 15 in-person public legal education and information sessions. These may include participation in community programs that promote the purposes of the Code and public events on behalf of the BC Human Rights Clinic;
d) provide education sessions based on demand, where possible on a cost recovery basis, to employers, service providers, labour representatives and other interested groups (collectively the "Education Groups") throughout British Columbia, including sessions designed to teach the Education Groups techniques for early resolution of human rights disputes. All cost recovery is to be reported as income in the quarterly financial reports (Schedule of Payments) and any amount in excess of cost recovery shall form part of any surplus returned to the Province as outlined in Section 4.0;
e) prepare any necessary education materials required to deliver public information sessions and education sessions in consultation with the Province and the Human Rights Tribunal.

2.0 Drop In and Triage Clinic

At least one day per week in which there are no statutory holidays, the Contractor must operate a free public drop-in and triage clinic in Vancouver, that will:

a) conduct an initial evaluation, provide appropriate education and information to the public seeking human rights information;
b) provide information on options available to resolve human rights issues including early dispute resolution alternatives;
c) provide referrals or recommend service alternatives as appropriate
d) assist individuals in completing BC Human Rights Tribunal complaint forms;
e) using a multi-disciplinary approach, have at a minimum, the following staff/positions available during clinic hours, where possible: one advocate and one legal administrative assistant
f) subject to resource availability and at the discretion of the Contractor provide direct access to lawyers that will give limited legal advice respecting straightforward legal issues, including issues in relation to execution of settlement agreement and releases.

3.0 Online Service Strategy

Consistent with administrative justice principles and modern service delivery principles, the Contractor is to work with the Province in developing an online service strategy. The strategy is to include identifying opportunities and tools that will enhance user access through technology, and shift service models away from in-person services.

4.0 Determine Eligibility for Complainant Services

The Contractor will provide Complainant services to individuals residing in BC who require assistance to access the complaint process of the BC Human Rights Tribunal. Complainant services include intake, settlement and resolution, and legal advice and representation services as described below. Eligibility for Complainant services must be determined in accordance with the following:

Mandatory criteria:

a) the individual has filed a Complaint which has been accepted by the BC Human Rights Tribunal for filing;
b) the individual has revealed what appears to be a case of discrimination on its face;
c) the individual is unable to obtain assistance from other sources, such as a private lawyer or other agencies that provide legal services without charge or at a significantly reduced rate, including a union, community agency, or professional association;

In addition to the mandatory criteria the Contractor must consider whether:

a) the individual meets the income screening guidelines set out below. No substantiating documentation of income is required. The Contractor may use its discretion to determine which point in time will reasonably be used for this income screening (e.g. either before or after a recent job loss that might be the subject of the said human rights complaint). If it becomes evident while providing Complainant services that the individual reported inaccurate income and was not eligible for service, the Contractor must refer the client to another service instead of proceeding with services. The inaccuracy must be noted in the client file. If the person returns for service at a later time, the discrepancy must be discussed and the person asked to provide proof of income before receiving service.

Number of Household Members	Annual Net Household Income*
4 or fewer	$40,800
5	$47,300
6	$54,600
7 or more	$61,900

**Income is the person's net annual income from all sources*
(1) Family members include children and parent(s) or other adults responsible for and living with the children.
(2) Household income usually includes all money or benefits earned or received by adult family members who are living together.

b) the individual is unable to represent him/herself due to diminished capacity or other physical, mental or socio-economic limitations affecting their ability do so;
c) the individual has applied for assistance in a timely manner;
d) the individual has filed an application, in a form satisfactory to the Province, with the Contractor;
e) the individual is willing to sign a retainer letter;
f) the merits of the case and the likelihood that the Complainant will succeed;
g) the availability of alternative processes that may reasonably address the issues raised in the complaint;
h) the nature of the issues raised by the complaint, including whether the complaint is likely to benefit more than one person and raises important issues of law, the resolution of which would advance the purposes of the Code; and
i) the availability of the Contractor's (and other) resources to provide the Complainant services.

5.0 Complainant Services

Services are to be delivered to Complainants in the following priority:

a) First priority: Complainants unable to represent themselves due to diminished capacity or other limitations affecting their ability to do so who are of modest means according to the above income screening guidelines:
b) Second priority: Complainants who are of modest means according to the above income amounts.
c) Third priority: Subject to resources and available funding, provide services to Complainants who do not fit in the first two priority categories.

After assessing eligibility under Section 4 above, determining the level of priority and using a multi-disciplinary approach, the Contractor must provide the following types of services.

5.1 Intake Services

The Contractor must provide the following intake services:

a) interview the Complainant to obtain a thorough overview of the issues raised in the complaint;
b) apply standard human rights law and principles to analyse the facts as represented, and advise on options in addition to a human rights complaint for responding to the issues, including filing a grievance under a collective agreement or dealing with the matter under another process;
c) determine and advise if a request should be made to the BC Human Rights Tribunal to defer the processing of the complaint;
d) determine and advise if the complaint form should be amended; and
e) determine the most cost effective way to address the issue while maintaining service integrity and using the principles of proportionality.

5.2 Settlement and Resolution Services for Eligible Complainants

The Contractor must provide the following settlement and resolution services throughout the complaint process by:

a) explaining to Complainants how settlement processes (including mediation) work, and what is expected of the Complainant and of the other parties;
b) reviewing factual elements of the potential terms of settlement and instructing the Complainant to assemble any reasonably expected documents such as income tax returns or pay stubs;
c) explaining to the Complainant what the legal basis for remedy in human rights law is, assessing proposals for settlement and advising on the reasonableness and appropriateness of settlement proposals;
d) attending mediation or other resolution proceedings with the Complainant;
e) preparing submissions or documents as requested by a mediator or chair of an early resolution proceedings; and
f) in the event of a settlement, assisting the Complainant with post-settlement requirements, such as finalizing the settlement agreement, obtaining releases, and dismissing or discontinuing the proceedings before the BC Human Rights Tribunal.

5.3 Legal Advice and Representation Services

The Contractor may only provide legal representation if all available options to reach an appropriate settlement have been utilized.

The Contractor may provide legal advice and representation services to eligible Complainants. These services shall be delivered by appropriate persons, including lawyers who have the requisite degree of competence, or by persons legally authorized to provide such services.

Legal advice and representation services include the following:

5.3.1 Preliminary Applications

The Contractor will:

a) determine if preliminary applications, such as applications to compel the production of documents or to amend complaint forms, are required and take the required measures to obtain said applications; and
b) respond to any pre-hearing applications filed by another party to the complaint including applications to dismiss the complaint on a preliminary basis.

5.3.2 Pre-Hearing Preparation

The Contractor will deliver hearing preparation services including the following:

a) undertaking all preparation incidental to preparing for a hearing before the BC Human Rights Tribunal including carrying out correspondence, reviewing the Complaints filed and meeting with the Complainant,
b) undertaking all legal and evidentiary research reasonably necessary or desirable to competently represent the Complainant at the various stages of the BC Human Rights Tribunal's complaint process including formal pre-hearing events,
c) contacting witnesses including ensuring available witnesses are interviewed, witness statements are prepared where appropriate, witness statements are disclosed as required, and that lay and expert witnesses are prepared for hearing,
d) preparing evidence including undertaking reasonable additional steps as required to confirm or rebut allegations made by the parties such as by written interrogatories, in person interviews, or other fact finding processes in preparation for the hearing,
e) assessing and ensuring that expert evidence has been commissioned, consulting and retaining experts, ensuring expert reports are delivered within the prescribed time periods and, where required, attending at examinations for discovery of the experts or other parties.
f) preparing for and attending pre-hearing motions
g) preparing documents and submissions as necessary,
h) complying with disclosure of documents, and
i) discussing settlement options with the Complainant.

5.3.3. Services during the Hearing

The Contractor will:
a) represent the Complainant at hearings before the BC Human Rights Tribunal;
b) present opening and closing statements;
c) prepare and introduce all relevant documentary evidence;
d) conduct direct and cross examination of witnesses; and
e) present all relevant legal research in support of the Complainant's case.

5.3.4 Post-Hearing Matters

The Contractor will attend to post-hearing matters, such as preparation of additional submissions as requested by the BC Human Rights Tribunal and will file orders of the BC Human Rights Tribunal with the Supreme Court of British Columbia.

5.3.5 Services Outside the Scope of Legal Advice and Representation Services

The Contractor will not represent the Complainant other than as specifically referenced in this Schedule of Services and in particular will not provide representation in:

a) an application to the Supreme Court of British Columbia to enforce a settlement agreement or an order of the BC Human Rights Tribunal;
b) judicial reviews; and
c) appellate cases.

5.3.6 Systemic Cases

The Contractor must inform the Province regarding cases the Contractor considers to be resource intensive systemic matters and must work with the Province to determine strategies for managing and addressing the resources to be allotted to such cases. In a case where there appears to be a conflict of interest with the Province, the Contractor is permitted to exercise its discretion in the allocation of resources to the case, applying the above mandatory and discretionary criteria including the above-described principle of proportionality

6.0 Limitation of Withdrawal of Complainant Services

The Contractor may limit or withdraw Complainant services from a person previously found to be eligible for services, if the Contractor determines, in its sole discretion, there is a valid reason to do so. The Contractor must document why and at what stage the service was limited or withdrawn.

7.0 Information Management Database and Reporting

The Contractor must:

a) maintain a comprehensive information management database with the ability to report data by month and cumulatively by fiscal year-to-date.
b) focus the reports on the following four key areas:
    i. Length of time from intake to resolution;
    ii. Cost per case;
    iii. Complainant satisfaction with process and outcome; and
    iv. Activities clearly linked to the BC Human Rights Clinic goals and objectives.
c) Include in the reports the following:
    i. Background and context;
    ii. Mission statement, goals and objectives;
    iii. Nature of the client community;
    iv. Nature of the issues that are being addressed;
    v. Description of activities and measures of success; and
    vi. Impact;
d) provide other routine or special reports agreed to by the Contractor and the Province.

The Contractor will meet with the contract manager and other ministry representatives as and when required to review and discuss the service reports.

The Contractor will electronically provide the Province with quarterly service reports the first reporting period being April 1 to June 30th and the final reporting period being January 1 to March 31st in a form and manner approved by the Province. Reports will be due 25 calendar days past the reporting period, the final fiscal year-end report is due on April 30 of each year.

Schedule of Payments

1. Fees and Expenses will be disbursed over one fiscal year, Fiscal 2017--18 (April 1, 2017 to March 31, 2018). Subject to the delivery and completion of the services described in Schedule of Services, in form and content satisfactory to the Contract Manager, the Province will make payments to the Contractor as follows:

Deliverable	Description	Amount(s)	Deliver on or before
Signed Contract	Signed Contract	$458,000.00	April 13, 2017
Service Report & Financial Report	Report 01 (April 1 to Jun 30) 3 months	$450,000.00	July 25, 2017
Service Report & Financial Report	Report 02 (July 1 to Sept 30) 3 months	$300,000.00	October 25, 2017
Service Report & Financial Report	Report 03 (Oct 1 to Dec 31) 3 months	$120,000.00	January 25, 2018
Draft Financial Report on March 31st followed by final financial and service reports on April 30, 2018	Report 04 (Jan 1 to March 31) 3 months	$20,000.00	March 31, 2018

2. On no account will fees and expenses payable to the Contractor in accordance with this Schedule for fiscal year 2017-2018 exceed the **Maximum Amount of $1,348,000.00.**

3. Final payment on March 31, 2018 will be released when the Contractor provides to the satisfaction of the Contract Manager a projected financial report reconciling to the projected expenditures expended from April 1, 2017 to March 31, 2018. A final year-end financial report reconciled to expenditures is due on April 30, 2018 and will include any year end savings.

4. Unless the Province has provided prior written approval to carry over year end savings, the Contractor will refund to the Province all over projected amount of operational expenses on demand if the actual operational expenses incurred by the Contractor to perform the Services during the program year are less than projected operational funds for the program year, as set out in this Schedule or as determined in accordance with the Agreement. If the parties do not agree on the amount of the refund with 30 business days from the day of the Province's demand, the matter will be referred to binding arbitration under paragraph 20 Arbitration.

5. For clarity, reimbursements for any expenses and disbursements incurred by the Contractor required to provide the Services are included in the Maximum Amount.

6. The Contractor will reimburse its staff for travel, accommodation, and meal expenses for travel greater than 32 kilometers away from Greater Vancouver, British Columbia at Group II rate set out at http://www2.gov.bc.ca/local/myhr/documents/travel/travel_allowances_app1.pdf

7. Any costs paid to the Contractor as a result of a settlement agreement or an order for costs made by the BC Human Rights Tribunal or a court against a Respondent will not affect the payments set out in Section 1.

8. In the event of this Agreement is terminated, the Contractor will be entitled to receive such pro-rated portion of any installment payments due to the Contractor. The Contractor will be entitled to no further payment or reimbursement whatsoever and will be liable to account to the Province in respect to an overpayment, provided that this section will not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,

   (a) "**access**" means disclosure by the provision of access;

   (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act*;

   (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

   (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act; and

   (e) "**privacy course**" means the Province's online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and

   (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
   (a) the purpose for collecting it;
   (b) the legal authority for collecting it; and
   (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.

7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.

12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

13. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

    (a) receives a foreign demand for disclosure;

    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or

    (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

    the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
    (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
    (b) any direction given by the Province under this Schedule.

24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.

32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule G – Security Schedule

Definitions

1. In this Schedule,

(a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;

(b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;

(c) "Information" means information

(i) in the Material, or

(ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;

(d) "Record" means a "record" as defined in the *Interpretation Act*;

(e) "Sensitive Information" means

(i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or

(ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and

(f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include

(i) the Contractor or a subcontractor if an individual, or

(ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless

the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:

   (a) their access to Sensitive Information; and

   (b) other matters specified by the Province in writing for the purposes of this section.

6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:

   (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and

   (b) limit access to Facilities and Equipment of the Contractor

   (i) being used by the Contractor to provide the Services, or

   (ii) that may be used by someone to access Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the

Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:

   (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and

   (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:

   (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and

   (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

   (a) remained as complete as when it was acquired or accessed by the Contractor; and

   (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:

   (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or

(b) unauthorized access to Facilities or Equipment has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:

(a) any Records in the possession of the Contractor containing Information; or

(b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any

provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:

    (a) references to sections are to sections of this Schedule; and

    (b) references to appendices are to the appendices attached to this Schedule.

20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.

21. The appendices attached to this Schedule are part of this Schedule.

22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.

23. If there is a conflict between:

    (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and

    (b) a documented process required by this Schedule to be created or maintained by the Contractor the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.

24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card Issued by provincial or territorial government: • Canadian birth certificate Issued by Government of Canada: • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• School ID card (student card) • Bank card (only if holder's name is on card) • Credit card (only if holder's name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver's licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner's signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

MINISTRY OF ATTORNEY GENERAL
RECEIVED
MAR 31 2015
DISPUTE RESOLUTION
OFFICE

Human Rights Services Agreement

THIS AGREEMENT made as of the 01 day of April, 2015.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Ministry of Justice

(herein called the "**Province**")

OF THE FIRST PART

AND:

COMMUNITY LEGAL ASSISTANCE SOCIETY (CLAS)

(herein called the "**Contractor**")

OF THE SECOND PART

WHEREAS the Province has established and provides funding for the BC Human Rights Clinic, part of which is jointly operated by the Vancouver Area Human Rights Coalition Society and CLAS, and

WHEREAS the Coalition provides information, advice and advocacy services to eligible Complainants at the early stages of a human rights complaint, and provides educational services, and

WHEREAS CLAS provides legal assistance to eligible Complainants, and

WHEREAS the Province is responsible for ensuring the development and implementation of a program of public education and information designed to promote an understanding of the *Human Rights Code*,

WITNESSETH that the parties hereto agree as follows:

1. DEFINITIONS

1.01 In this Agreement and its Schedules, unless the context otherwise requires:

"**BC Human Rights Clinic**" means the program title that the Contractor must use when providing the Services under this Agreement;

"**BC Human Rights Tribunal**" means the tribunal created under the *Human Rights Code*;

"**CLAS**" means the Community Legal Assistance Society;

"**Client**" means a person who has filed a Complaint and who the Contractor has determined is eligible to receive client services in accordance with the Schedule of Services;

"Collaborate" means active participation, open sharing of information, creative problem solving, and development of options;

"***Commercial Arbitration Act***" means the *Commercial Arbitration Act*, R.S.B.C. 1996, c.55;

"**Complainant**" means a person who has filed or wishes to file a complaint under the *Human Rights Code*;

"**Complaint**" means a complaint that has been filed under the *Human Rights Code*;

"Eligible Costs" means the costs identified in as those necessarily incurred by the Contractor in order to deliver the Services set out in Schedule of Services;

"***Financial Administration Act***" means the *Financial Administration Act*, R.S.B.C. 1996, c. 138;

"***Human Rights Code***" means the *Human Rights Code*, R.S.B.C. 1996, c. 210;

"**Incorporated Material**" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

"**Material**" means the Produced Material and the Received Material;

"**Produced Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;

"**Received Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

"**Respondent**" means a person who is, or may be, named as a respondent in a Complaint;

"**Services**" means the services described in the Schedule of Services;

"**Term**" means the period referred to in paragraph 2.02.

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2. APPOINTMENT AND TERM

2.01 The Province retains the Contractor to provide the Services described in the attached Schedule of Services.

2.02 Notwithstanding the date of execution and delivery of this Agreement, the Contractor will provide the Services during the period commencing April 1, 2015, and ending March 31, 2016.

3. REVIEW OF AGREEMENT

3.01 The parties agree to meet on a quarterly basis each year during the Term of the Agreement to review the terms of the Agreement, in particular those relating to the Services, including case loads and costs of providing the Services. .

3.02 For the purposes of 3.01, Subject to solicitor-client privilege, and upon the Province's reasonable request the Contractor must provide data, information, or reports, in a form and at the times satisfactory to the Province.

4. PAYMENT

4.01 If the Contractor complies with the Agreement the Province will pay the Contractor, on account of Eligible Costs incurred, at the times and on the conditions set out in the Schedule of Payments.

4.02 The Province is not obliged to pay the Contractor more than the "Maximum Amount" specified in the Schedule of Payments.

4.03 The Province certifies to the Contractor that the Services purchased under this Agreement are for the Province's use and are being purchased by the Province with Crown funds and are therefore not subject to the Goods and Services Tax.

5. CONTRACTOR'S OBLIGATIONS

5.01 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

5.02 The Contractor will provide the Services under the program title BC Human Rights Clinic and will use this title in all material, correspondence, communications, and in any dealings with the public and Respondents and Complainants related to the delivery of the Services.

5.03 The Contractor must:

(a) ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised; and

(b) supply and pay for all labour, materials, equipment, facilities, charges, licensing and professional fees, costs and expenses necessary or advisable to perform the Contractor's obligations under this Agreement.

5.04 (a) Without limiting paragraph 5.03 the Contractor will ensure that any of the employees, contractors, or pro bono lawyers it retains to represent Complainants, will maintain throughout the Term of this Agreement;

(i) all certifications and licenses necessary to practice law and qualify as legal counsel in British Columbia;

(ii) at least the minimum professional liability insurance coverage that is required from time to time for a barrister and solicitor in the private practice in the Province of British Columbia in order to obtain the aforesaid certifications and licences; and

(b) The Contractor will, at the request of the Province, provide evidence satisfactory to the Province that the Contractor and all personnel engaged by the Contractor hold or have been issued all required licences, certificates and memberships and that they are valid and subsisting and in good standing.

5.05 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out

5.06 If the Province provides an instruction under section 5.05 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

5.07 Requesting written confirmation of an instruction under section 5.06 does not relieve the Contractor from complying with the instruction at the time the instruction was given

5.08 The Contractor will participate in any evaluation or review of the delivery of the Services as required by the Province.

5.09 The Contractor will not commit or purport to commit the Province to pay any money unless specifically authorized by this Agreement.

5.10 The Contractor will implement an internal complaint process approved by the Province to respond to complaints by Complainants about the client services referred to in the Schedule of Services.

5.11 The Contractor must exhaust all other sources of funding it has or may receive for delivering Services similar to those outlined in the Schedule of Services, prior to seeking payment under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

(a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

(i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

(ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub contractual agreements in place and available to enable the Contractor to fully perform the Services, and

(iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and

(b) if the Contractor is not an individual,

(i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and

(ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

7. RECORDS AND REPORTS

7.01 In connection with the provision of the Services the Contractor will:

(a) keep records of all dates and hours of service provided by lawyers;

(b) keep books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same;

(c) keep books of account and supporting documents relating to the number of employees, and the classification, wages and benefits provided to these employees;

(d) keep and maintain all records and files, including Client files, in accordance with the requirements of the Law Society of British Columbia; and

(e) subject to solicitor-client privilege, permit the Province at all reasonable times to inspect such records, files and any other documents that relate to the provision of the Services for the purposes of copying or auditing the same.

7.02 In addition to the information or reports required pursuant to the attached Schedules, the Contractor will:

(a) subject to solicitor-client privilege, on request, fully inform the Province of work done and to be done by or for the Contractor in connection with the provision of the Services;

(b) provide quarterly financial reports in a form satisfactory to the Province with the first reporting period being April 1, 2015 to June 30, 2015.

(c) provide quarterly service reports in a form satisfactory to the Province; and

(d) provide the Province with the Contractor's year end service report by April 25, 2016, and a copy of the Contractor's annual audited financial report relating to the term of the contract.

7.03 The Contractor consents to the Province sharing, to the extent it is legally able to do so, with CLAS any information received by the Province from the Contractor that relates to the delivery of the Services.

7.04 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to, subject to solicitor client privilege, inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

8. MATERIAL AND INTELLECTUAL PROPERTY

8.01 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

8.02 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

8.03 The Province exclusively owns all intellectual property rights, including copyright, in:

(a) Received Material that the Contractor receives from the Province; and

(b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favor any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

8.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

(a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and

(b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

9. PRIVACY, SECURITY AND CONFIDENTIALITY

9.01 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

9.02 The Contractor must:

(a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and

(b) comply with the Security Schedule attached as Schedule G.

9.03 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

(a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;

(b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or

(c) if it is information in any Incorporated Material.

10. INDEPENDENT CONTRACTOR

10.01 The Contractor is an independent contractor and not the servant, employee, agent or partner of the Province.

10.02 The Contractor will not do anything that would result in personnel hired by the Contractor or a subcontractor being considered an employee of the Province.

11. LIABILITY INSURANCE

11.01(a) The Contractor will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia or Canada and in forms and amounts acceptable to the Province:

(b) Commercial General Liability in an amount not less than $2,000,000 inclusive per occurrence insuring against bodily injury, personal injury, property damage and liability assumed under this Agreement. The Province is to be an additional insured under this insurance and this insurance shall be endorsed to provide the Province with 30 days advance written notice of cancellation or material change. This insurance must include a cross liability clause.

(c) Professional Liability in an amount not less than $1,000,000, insuring the contractor's liability resulting from errors and omissions in the performance of professional services under this agreement.

11.02 All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province.

11.03 The Contractor will provide the Province with evidence of all required insurance prior to the commencement of the Services, and from time to time as requested by the Province, in the form of a completed Province of British Columbia Certificate of Insurance. When requested by the Province, the Contractor will provide certified copies of required insurance policies.

11.04 The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.

11.07 The Contractor will comply generally with the *Workers' Compensation Act* and in particular will obtain and maintain during the Term of this Agreement, the necessary coverage of the Contractor's employees, and will, upon request by the Province, provide particulars of such coverage.

12. INDEMNITY

12.01 The Contractor will indemnify and save harmless the Province and its employees and agents, from and against any and all claims, demands, losses, damages, actions, causes of actions, costs and expenses made against or incurred, suffered or sustained by the Province at any time or times, either before or after the expiration or sooner termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of anything done or omitted to be done by the Contractor or by any agent, employee, officer, director or subcontractor of the Contractor in providing the Services pursuant to this Agreement.

13. ASSIGNMENT AND SUBCONTRACTING

13.01 The Contractor will not without the prior written consent of the Province, such consent which will not be unreasonably withheld:

(a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or

(b) subcontract any obligation of the Contractor under this Agreement.

13.02 No subcontract entered into by the Contractor will relieve the Contractor from any of its obligations under this Agreement or impose any obligation or liability upon the Province to any such subcontractor.

14. CONTRACTOR'S OTHER WORK

14.01 Nothing in this Agreement will affect the entitlement of the Contractor to bring any kind of legal action against the Province and/or the BC Human Rights Tribunal that might arise in the ordinary course of its business of assisting clients, in any of the programs it operates.

14.02 The Contractor will not provide any services to any person in circumstances which, in the reasonable opinion of the Province, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duty to the Province under this Agreement.

15. TERMINATION

15.01 Either party may terminate this Agreement at any time, without cause, by giving not less than 90 days written notice of termination to the other party.

15.02 If the Contractor fails to comply with any provision of this Agreement, or any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, in addition to any other remedy or remedies available to the Province, the Province may, at its option, immediately terminate this Agreement by the Province giving written notice of termination to the Contractor and if such option is exercised then this Agreement will terminate on the date such notice is received or deemed received by the Contractor pursuant to paragraph 17.01.

15.03 If this Agreement is terminated pursuant to paragraph, 15.01 or 15.02, the Province will be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive, pursuant to the Schedule of Payments, for Services provided to the date the termination takes effect.

15.04 The payment by the Province of the amount described in section 15.03 discharges the Province from all liability to make payments to the Contractor under this Agreement.

15.05 If this Agreement is terminated pursuant to paragraph 15.01 or 15.02 the Contractor will, if requested repay to the Province any funds advanced in accordance with paragraph 1 of Schedule B if the actual Eligible Costs incurred for the delivery of the Services at the time of termination are less than the total payment made in accordance with paragraph 1 of Schedule B.

16. FILE MANAGEMENT ON EXPIRY OR TERMINATION OF AGREEMENT

16.01 On expiry or termination of this Agreement, the Contractor will forthwith deliver all administrative records that are not described in paragraphs 16.02 or 16.03 and that are related to the provision of the Services to such person and at such place as the Province may direct.

16.02 On expiry or termination of this Agreement, the Contractor will retain and dispose of all closed Complainants' files in accordance with the rules of the Law Society of British Columbia.

16.03 On expiry or termination of this Agreement, the Contractor will take instructions from the Complainant with respect to his or her open Complainant file whether to:

(a) deliver the file to the Complainant;

(b) if the Contractor is agreeable, continue to have conduct of the Complainant's file without provincial funding; or

(c) deliver the Complainant's file to another person or agency as arranged by the Province.

16.04 On expiry or termination of this Agreement, in addition to the obligations in paragraphs 16.01 to 16.03, the Contractor and the Province may develop a negotiated withdrawal of Services plan which may include adjustments to the Services and provisions for the secure storage or retention of files which are subject to solicitor-client privilege in addition to any other provisions which may be required for the orderly withdrawal or ending of the Services.

17. NOTICES

17.01 Any notice, document, waiver, statement, report, or any and all of the information that either party may desire or be required to give or deliver to the other to be effective, must be in writing and is conclusively deemed to have been validly given or delivered to and received by the addressee, if faxed to the fax number specified in this Agreement, on the date of transmission; if delivered personally, on the date of delivery; or, if mailed, on the fifth business day after mailing the same in British Columbia by prepaid post addressed,

if to the Province:

Dispute Resolution Office
Justice Services Branch
Ministry of Justice
3rd Floor - 703 Broughton Street Victoria BC V8W 1E2

Attention: Executive Director
Facsimile: 250 387-1189

and if to the Contractor:

Community Legal Assistance Society
300 – 1140 West Pender Street
Vancouver BC V6E 4G1

Attention: Executive Director
Facsimile: 604 685-7611

17.02 Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of paragraph 16.01, be deemed to be the address of the party giving such notice.

18. NON-WAIVER

18.01 A waiver of any term of this Agreement, or of any breach by the Contractor of this Agreement, is effective only if it is in writing and signed by the Province and is not a waiver of any other term or any other breach.

19. APPROPRIATION

19.01 Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:

(a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and

(b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited, pursuant to the *Financial Administration Act,* expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

20. ARBITRATION

20.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

(a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

(b) if the dispute is not resolved through collaborative negotiation within 15 business days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and

(c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

20.02 Unless the parties otherwise agree in writing, an arbitration or mediation under section 20.01 will be held in Victoria, British Columbia.

20.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

21. GENERAL

21.01 This Agreement is governed by and is to be construed in accordance with the laws of the Province of British Columbia.

21.02 The Contractor will comply with all applicable laws.

21.03 The Contractor will give all notices and obtain all licenses and permits required to perform the Services. The Contractor will comply with all laws applicable to the Services.

21.04 Paragraphs 5.07, 6, 7, 8, 9,12, 15.03, 19 and 20 continue in force after this Agreement ends.

21.05 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

21.06 If there is any conflict between any provision in the body of this Agreement and any provision of any attached Schedule, then the provisions in the body of this Agreement will prevail.

21.07 The headings appearing in this Agreement have been inserted for reference as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

21.08 This Agreement and any modifications to it constitute the entire agreement between the parties as to the performance of the Services.

21.09 No modification of this Agreement is effective unless it is in writing and signed by the parties.

21.10 Every reference to an act, whether or not defined in this Agreement, includes all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of, that act.

21.11 Nothing in this Agreement will be construed or deemed to derogate from or limit the rights and privileges of the Province or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Services or any person to whom the Services are provided by the Contractor.

21.12 If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement, and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.

22. EXECUTION BY COUNTERPARTS

22.01 The Province and the Contractor agree that this Agreement may be entered into by the Province and the Contractor by each signing a separate copy of this Agreement, including a photocopy or facsimile copy, and delivering it to the other party by facsimile transmission.

WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

Signed on behalf of Her Majesty the Queen in right of the Province of British Columbia by a duly authorized representative of the Attorney General, Ministry of Justice

H. Campbell
(Witness)

David Mossner
Executive Director

Date: March 31, 2015

SIGNED AND DELIVERED by or on behalf of the Community Legal Assistance Society

(Witness)

Authorized Signatory of the Contractor

Aleem Bharmal
Executive Director
(Print name and title)Community Legal Assistance Society

Date: March 30 2015

SCHEDULE OF SERVICES

BACKGROUND

The Attorney General has a statutory mandate under section 5 of the *Human Rights Code* (Code) to develop and conduct "a program of public education and information designed to promote an understanding of this Code". From 2003 to 2014, this program was delivered through the Ministry of Justice, the Human Rights Tribunal and the Human Rights Clinic (Clinic). The Clinic was compromised of three service providers: the BC Human Rights Coalition (Coalition), the Community Legal Assistance Society (CLAS), and the University of Victoria Law Centre (Law Centre). The Coalition and CLAS provided the majority of Clinic services, with the former focusing mainly on education, early resolution and advocacy services, while the latter focuses mainly on legal assistance, including legal representation.

In July 2014, a review of BC's human rights services was launched with the assistance of Peter Adams, a consultant. Mr. Adams' final report identified opportunities to reduce costs. In order to implement the recommendations in Adams report, CLAS and the Coalition are working together to develop a single integrated human rights service. The single integrated service will emphasize the prevention and early resolution of human rights issues, with the priority being delivery of pubic legal education and information (PLEI) services and early resolution services. The resources dedicated to the provision of legal advice and representation services, particularly in judicial reviews and in the appellate courts, will be reduced. In keeping with the Adams report recommendations, the single integrated service will enable a cost-effective allocation of staff resources, while maintaining service integrity. Proportionality principles will govern the delivery of all services – in other words, the amount of process and resources used to resolve a case will be proportionate to the monetary value, complexity and importance of the case.

SERVICES

1.0 Public Legal Education and Information

The Contractor must make public legal education and information related to human rights issues and services accessible to people throughout BC. Public legal education and information must be available by telephone, online or in person.

The Contractor must:

a) maintain a telephone enquiry line accessible to all people within BC during business hours on business days that meets the following requirements;
   i. provides an initial call-back within three business days;
   ii. provides basic information regarding the Human Rights Code, including how to be protected from discrimination, whether the Code may apply to a particular complaint, and how the BC Human Rights Tribunal process works;
   iii. Refers callers who have had their complaint accepted by the BC Human Rights Tribunal to the intake team for an initial evaluation to determine if further eligibility and contact is necessary and to give appropriate information; and
   iv. provides appropriate service options and referrals including the availability of the Drop In and Triage Clinic if appropriate.

b) maintain a human rights website with content approved by the Province;
c) provide a minimum of 15 in-person public legal education and information sessions. These may include participation in community programs that promote the purposes of the Code and public events on behalf of the BC Human Rights Clinic;
d) provide education sessions based on demand, where possible on a cost recovery basis, to employers, service providers, labour representatives and other interested groups (collectively the "Education Groups") throughout British Columbia, including sessions designed to teach the Education Groups techniques for early resolution of human rights disputes. All cost recovery is to be reported as income in the quarterly financial reports (Schedule of Payments) and any amount in excess of cost recovery shall form part of any surplus returned to the Province as outlined in Section 4.0;
e) prepare any necessary education materials required to deliver public information sessions and education sessions in consultation with the Province and the Human Rights Tribunal.

2.0 Drop In and Triage Clinic

At least one day per week in which there are no statutory holidays, the Contractor must operate a free public drop-in and triage clinic in Vancouver, that will:

a) conduct an initial evaluation, provide appropriate education and information to the public seeking human rights information;
b) provide information on options available to resolve human rights issues including early dispute resolution alternatives;
c) provide referrals or recommend service alternatives as appropriate
d) assist individuals in completing BC Human Rights Tribunal complaint forms;
e) using a multi-disciplinary approach, have at a minimum, the following staff/positions available during clinic hours, where possible: one advocate and one legal administrative assistant
f) subject to resource availability and at the discretion of the Contractor provide direct access to lawyers that will give limited legal advice respecting straightforward legal issues, including issues in relation to execution of settlement agreement and releases.

3.0 Online Service Strategy

Consistent with administrative justice principles and modern service delivery principles, the Contractor is to work with the Province in developing an online service strategy. The strategy is to include identifying opportunities and tools that will enhance user access through technology, and shift service models away from in-person services.

4.0 Determine Eligibility for Complainant Services

The Contractor will provide Complainant services to individuals residing in BC who require assistance to access the complaint process of the BC Human Rights Tribunal. Complainant services include intake, settlement and resolution, and legal advice and representation services as described below. Eligibility for Complainant services must be determined in accordance with the following:

Mandatory criteria:

a) the individual has filed a Complaint which has been accepted by the BC Human Rights Tribunal for filing;
b) the individual has revealed what appears to be a case of discrimination on its face;

c) the individual is unable to obtain assistance from other sources, such as a private lawyer or other agencies that provide legal services without charge or at a significantly reduced rate, including a union, community agency, or professional association;

In addition to the mandatory criteria the Contractor must consider whether:

a) the individual meets the income screening guidelines set out below. No substantiating documentation of income is required. The Contractor may use its discretion to determine which point in time will reasonably be used for this income screening (e.g. either before or after a recent job loss that might be the subject of the said human rights complaint). If it becomes evident while providing Complainant services that the individual reported inaccurate income and was not eligible for service, the Contractor must refer the client to another service instead of proceeding with services. The inaccuracy must be noted in the client file. If the person returns for service at a later time, the discrepancy must be discussed and the person asked to provide proof of income before receiving service.

Number of Household Members	Annual Net Income*
4 or fewer	$37,000
5	$42,000
6	$47,000
7 or more	$51,000

**Income is the person's net annual income from all sources*

b) the individual is unable to represent him/herself due to diminished capacity or other physical, mental or socio-economic limitations affecting their ability do so;
c) the individual has applied for assistance in a timely manner;
d) the individual has filed an application, in a form satisfactory to the Province, with the Contractor;
e) the individual is willing to sign a retainer letter;
f) the merits of the case and the likelihood that the Complainant will succeed;
g) the availability of alternative processes that may reasonably address the issues raised in the complaint;
h) the nature of the issues raised by the complaint, including whether the complaint is likely to benefit more than one person and raises important issues of law, the resolution of which would advance the purposes of the Code; and
i) the availability of the Contractor's (and other) resources to provide the Complainant services.

5.0 Complainant Services

Services are to be delivered to Complainants in the following priority:

a) First priority: Complainants unable to represent themselves due to diminished capacity or other limitations affecting their ability to do so who are of modest means according to the above income screening guidelines:
b) Second priority: Complainants who are of modest means according to the above income amounts.
c) Third priority: Subject to resources and available funding, provide services to Complainants who do not fit in the first two priority categories.

After assessing eligibility under Section 4 above, determining the level of priority and using a multi-disciplinary approach, the Contractor must provide the following types of services.

5.1 Intake Services

The Contractor must provide the following intake services:

a) interview the Complainant to obtain a thorough overview of the issues raised in the complaint;
b) apply standard human rights law and principles to analyse the facts as represented, and advise on options in addition to a human rights complaint for responding to the issues, including filing a grievance under a collective agreement or dealing with the matter under another process;
c) determine and advise if a request should be made to the BC Human Rights Tribunal to defer the processing of the complaint;
d) determine and advise if the complaint form should be amended; and
e) determine the most cost effective way to address the issue while maintaining service integrity and using the principles of proportionality.

5.2 Settlement and Resolution Services for Eligible Complainants

The Contractor must provide the following settlement and resolution services throughout the complaint process by:

a) explaining to Complainants how settlement processes (including mediation) work, and what is expected of the Complainant and of the other parties;
b) reviewing factual elements of the potential terms of settlement and instructing the Complainant to assemble any reasonably expected documents such as income tax returns or pay stubs;
c) explaining to the Complainant what the legal basis for remedy in human rights law is, assessing proposals for settlement and advising on the reasonableness and appropriateness of settlement proposals;
d) attending mediation or other resolution proceedings with the Complainant;
e) preparing submissions or documents as requested by a mediator or chair of an early resolution proceedings; and
f) in the event of a settlement, assisting the Complainant with post-settlement requirements, such as finalizing the settlement agreement, obtaining releases, and dismissing or discontinuing the proceedings before the BC Human Rights Tribunal.

5.3 Legal Advice and Representation Services

The Contractor may only provide legal representation if all available options to reach an appropriate settlement have been utilized.

The Contractor may provide legal advice and representation services to eligible Complainants. These services shall be delivered by appropriate persons, including lawyers who have the requisite degree of competence, or by persons legally authorized to provide such services.

Legal advice and representation services include the following:

5.3.1 Preliminary Applications

The Contractor will:

a) determine if preliminary applications, such as applications to compel the production of documents or to amend complaint forms, are required and take the required measures to obtain said applications; and
b) respond to any pre-hearing applications filed by another party to the complaint including applications to dismiss the complaint on a preliminary basis.

5.3.2 Pre-Hearing Preparation

The Contractor will deliver hearing preparation services including the following:

a) undertaking all preparation incidental to preparing for a hearing before the BC Human Rights Tribunal including carrying out correspondence, reviewing the Complaints filed and meeting with the Complainant,
b) undertaking all legal and evidentiary research reasonably necessary or desirable to competently represent the Complainant at the various stages of the BC Human Rights Tribunal's complaint process including formal pre-hearing events,
c) contacting witnesses including ensuring available witnesses are interviewed, witness statements are prepared where appropriate, witness statements are disclosed as required, and that lay and expert witnesses are prepared for hearing,
d) preparing evidence including undertaking reasonable additional steps as required to confirm or rebut allegations made by the parties such as by written interrogatories, in person interviews, or other fact finding processes in preparation for the hearing,
e) assessing and ensuring that expert evidence has been commissioned, consulting and retaining experts, ensuring expert reports are delivered within the prescribed time periods and, where required, attending at examinations for discovery of the experts or other parties.
f) preparing for and attending pre-hearing motions
g) preparing documents and submissions as necessary,
h) complying with disclosure of documents, and
i) discussing settlement options with the Complainant.

5.3.3. Services during the Hearing

The Contractor will:
a) represent the Complainant at hearings before the BC Human Rights Tribunal;
b) present opening and closing statements;
c) prepare and introduce all relevant documentary evidence;
d) conduct direct and cross examination of witnesses; and
e) present all relevant legal research in support of the Complainant's case.

5.3.4 Post-Hearing Matters

The Contractor will attend to post-hearing matters, such as preparation of additional submissions as requested by the BC Human Rights Tribunal and will file orders of the BC Human Rights Tribunal with the Supreme Court of British Columbia.

5.3.5 Services Outside the Scope of Legal Advice and Representation Services

The Contractor will not represent the Complainant other than as specifically referenced in this Schedule of Services and in particular will not provide representation in:

a) an application to the Supreme Court of British Columbia to enforce a settlement agreement or an order of the BC Human Rights Tribunal;
b) judicial reviews; and
c) appellate cases.

5.3.6 Systemic Cases

The Contractor must inform the Province regarding cases the Contractor considers to be resource intensive systemic matters and must work with the Province to determine strategies for managing and addressing the resources to be allotted to such cases. In a case where there appears to be a conflict of interest with the Province, the Contractor is permitted to exercise its discretion in the allocation of resources to the case, applying the above mandatory and discretionary criteria including the above-described principle of proportionality

6.0 Limitation of Withdrawal of Complainant Services

The Contractor may limit or withdraw Complainant services from a person previously found to be eligible for services, if the Contractor determines, in its sole discretion, there is a valid reason to do so. The Contractor must document why and at what stage the service was limited or withdrawn.

7.0 Information Management Database and Reporting

The Contractor must:
a) maintain a comprehensive information management database with the ability to report data by month and cumulatively by fiscal year-to-date.
b) focus the reports on the following four key areas:
    i. Length of time from intake to resolution;
    ii. Cost per case;
    iii. Complainant satisfaction with process and outcome; and
    iv. Activities clearly linked to the BC Human Rights Clinic goals and objectives.
c) Include in the reports the following:
    i. Background and context;
    ii. Mission statement, goals and objectives;
    iii. Nature of the client community;
    iv. Nature of the issues that are being addressed;
    v. Description of activities and measures of success; and
    vi. Impact;
d) provide other routine or special reports agreed to by the Contractor and the Province.

The Contractor will meet with the contract manager and other ministry representatives as and when required to review and discuss the service reports.

The Contractor will electronically provide the Province with quarterly service reports the first reporting period being April 1 to June 30th and the final reporting period being January 1 to March 31st in a form and manner approved by the Province. Reports will be due 25 calendar days past the reporting period, the final fiscal year end report is due on April 30 of each year.

Schedule of Payments

1. Fees and Expenses will be disbursed over one fiscal year, Fiscal 2015–16 (April 1, 2015 to March 31, 2016). Subject to the delivery and completion of the services described in Schedule of Services, in form and content satisfactory to the Contract Manager, the Province will make payments to the Contractor as follows:

Deliverable	Description	Amount(s)	Deliver on or before
Signed Contract	Signed Contract	$458,000.00	April 5, 2015
Service Report & Financial Report	Rpt 01 (April 1 to Jun 30) 3 months	$450,000.00	July 25, 2015
Service Report & Financial Report	Rpt 02 (July 1 to Sept 30) 3 months	$300,000.00	October 25, 2015
Service Report & Financial Report	Rpt 03 (Oct 1 to Dec 31) 3 months	$120,000.00	January 25, 2016
Draft Financial Report on March 31st followed by final financial and service reports on April 30, 2016	Rpt 04 (Jan 1 to March 31) 3 months	$20,000.00	March 31, 2016

2. On no account will fees and expenses payable to the Contractor in accordance with this Schedule for fiscal year 2015-2016 exceed the **Maximum Amount of $1,348,000.00.**

3. Final payment on March 31, 2016 will be released when the Contractor provides to the satisfaction of the Contract Manager a projected financial report reconciling to the projected expenditures expended from April 1, 2015 to March 31, 2016. A final year end financial report reconciled to expenditures is due on April 30, 2015 and will include any year end savings.

4. Unless the Province has provided prior written approval to carry over year end savings, the Contractor will refund to the Province all over projected amount of operational expenses on demand if the actual operational expenses incurred by the Contractor to perform the Services during the program year are less than projected operational funds for the program year, as set out in this Schedule or as determined in accordance with the Agreement. If the parties do not agree on the amount of the refund with 30 business days from the day of the Province's demand, the matter will be referred to binding arbitration under paragraph 20 Arbitration.

5. For clarity, reimbursements for any expenses and disbursements incurred by the Contractor required to provide the Services are included in the Maximum Amount.

6. The Contractor will reimburse its staff for travel, accommodation, and meal expenses for travel greater than 32 kilometers away from Greater Vancouver, British Columbia at Group II rate set out at http://www2.gov.bc.ca/local/myhr/documents/travel/travel_allowances_app1.pdf

7. Any costs paid to the Contractor as a result of a settlement agreement or an order for costs made by the BC Human Rights Tribunal or a court against a Respondent will not affect the payments set out in Section 1.

8. In the event of this Agreement is terminated, the Contractor will be entitled to receive such pro-rated portion of any installment payments due to the Contractor. The Contractor will be entitled to no further payment or reimbursement whatsoever and will be liable to account to the Province in respect to an overpayment, provided that this section will not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,

(a) "**access**" means disclosure by the provision of access;

(b) "**Act**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);

(c) "**contact information**" means information to enable an individual at a place of business to be contacted

(d) and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

(e) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:

(a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and

(b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

   (a) the purpose for collecting it;

   (b) the legal authority for collecting it; and

   (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.

9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.

10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an

official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

    (a) receives a foreign demand for disclosure;

    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or

(c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:

    (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and

    (b) any direction given by the Province under this Schedule.

22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-

compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule G – Security Schedule

Definitions

1. In this Schedule,

(a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;

(b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;

(c) "Information" means information

(i) in the Material, or

(ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;

(d) "Record" means a "record" as defined in the *Interpretation Act*;

(e) "Sensitive Information" means

(i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or

(ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and

(f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include

(i) the Contractor or a subcontractor if an individual, or

(ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless

the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:

   (a) their access to Sensitive Information; and

   (b) other matters specified by the Province in writing for the purposes of this section.

6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:

   (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and

   (b) limit access to Facilities and Equipment of the Contractor

   (i) being used by the Contractor to provide the Services, or

   (ii) that may be used by someone to access Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the

Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:

   (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and

   (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:

   (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and

   (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

   (a) remained as complete as when it was acquired or accessed by the Contractor; and

   (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:

   (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or

(b) unauthorized access to Facilities or Equipment has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:

    (a) any Records in the possession of the Contractor containing Information; or

    (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any

provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:

    (a) references to sections are to sections of this Schedule; and

    (b) references to appendices are to the appendices attached to this Schedule.

20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.

21. The appendices attached to this Schedule are part of this Schedule.

22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.

23. If there is a conflict between:

    (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and

    (b) a documented process required by this Schedule to be created or maintained by the Contractor the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.

24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card Issued by provincial or territorial government: • Canadian birth certificate Issued by Government of Canada: • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• School ID card (student card) • Bank card (only if holder's name is on card) • Credit card (only if holder's name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver's licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner's signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

Human Rights Services
Agreement

THIS AGREEMENT made as of the 10th day of April, 2018.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Ministry of Justice

(herein called the "**Province**")

OF THE FIRST PART

AND:

COMMUNITY LEGAL ASSISTANCE SOCIETY (CLAS)

(herein called the "**Contractor**")

OF THE SECOND PART

WHEREAS the Province has established and provides funding for the BC Human Rights Clinic, part of which is jointly operated by the Vancouver Area Human Rights Coalition Society and CLAS, and

WHEREAS the Coalition provides information, advice and advocacy services to eligible Complainants at the early stages of a human rights complaint, and provides educational services, and

WHEREAS CLAS provides legal assistance to eligible Complainants, and

WHEREAS the Province is responsible for ensuring the development and implementation of a program of public education and information designed to promote an understanding of the *Human Rights Code*,

WITNESSETH that the parties hereto agree as follows:

1. DEFINITIONS

1.01 In this Agreement and its Schedules, unless the context otherwise requires:

"**BC Human Rights Clinic**" means the program title that the Contractor must use when providing the Services under this Agreement;

"**BC Human Rights Tribunal**" means the tribunal created under the *Human Rights Code*;

"**CLAS**" means the Community Legal Assistance Society;

"**Client**" means a person who has filed a Complaint and who the Contractor has determined is eligible to receive client services in accordance with the Schedule of Services;

"Collaborate" means active participation, open sharing of information, creative problem solving, and development of options;

"***Commercial Arbitration Act***" means the *Commercial Arbitration Act*, R.S.B.C. 1996, c.55;

"**Complainant**" means a person who has filed or wishes to file a complaint under the *Human Rights Code*;

"**Complaint**" means a complaint that has been filed under the *Human Rights Code*;

"Eligible Costs" means the costs identified in as those necessarily incurred by the Contractor in order to deliver the Services set out in Schedule of Services;

"***Financial Administration Act***" means the *Financial Administration Act*, R.S.B.C. 1996, c. 138;

"***Human Rights Code***" means the *Human Rights Code*, R.S.B.C. 1996, c. 210;

"**Incorporated Material**" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

"**Material**" means the Produced Material and the Received Material;

"**Produced Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;

"**Received Material**" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

"**Respondent**" means a person who is, or may be, named as a respondent in a Complaint;

"**Services**" means the services described in the Schedule of Services;

"**Term**" means the period referred to in paragraph 2.02.

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2. APPOINTMENT AND TERM

2.01 The Province retains the Contractor to provide the Services described in the attached Schedule of Services.

2.02 Notwithstanding the date of execution and delivery of this Agreement, the Contractor will provide the Services during the period commencing April 1, 2018, and ending March 31, 2019.

3. REVIEW OF AGREEMENT

3.01 The parties agree to meet on a quarterly basis each year during the Term of the Agreement to review the terms of the Agreement, in particular those relating to the Services, including case loads and costs of providing the Services. .

3.02 For the purposes of 3.01, Subject to solicitor-client privilege, and upon the Province's reasonable request the Contractor must provide data, information, or reports, in a form and at the times satisfactory to the Province.

4. PAYMENT

4.01 If the Contractor complies with the Agreement the Province will pay the Contractor, on account of Eligible Costs incurred, at the times and on the conditions set out in the Schedule of Payments.

4.02 The Province is not obliged to pay the Contractor more than the "Maximum Amount" specified in the Schedule of Payments.

4.03 The Province certifies to the Contractor that the Services purchased under this Agreement are for the Province's use and are being purchased by the Province with Crown funds and are therefore not subject to the Goods and Services Tax.

5. CONTRACTOR'S OBLIGATIONS

5.01 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

5.02 The Contractor will provide the Services under the program title BC Human Rights Clinic and will use this title in all material, correspondence, communications, and in any dealings with the public and Respondents and Complainants related to the delivery of the Services.

5.03 The Contractor must:

(a) ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised; and

(b) supply and pay for all labour, materials, equipment, facilities, charges, licensing and professional fees, costs and expenses necessary or advisable to perform the Contractor's obligations under this Agreement.

5.04 (a) Without limiting paragraph 5.03 the Contractor will ensure that any of the employees, contractors, or pro bono lawyers it retains to represent Complainants, will maintain throughout the Term of this Agreement;

(i) all certifications and licenses necessary to practice law and qualify as legal counsel in British Columbia;

(ii) at least the minimum professional liability insurance coverage that is required from time to time for a barrister and solicitor in the private practice in the Province of British Columbia in order to obtain the aforesaid certifications and licences; and

(b) The Contractor will, at the request of the Province, provide evidence satisfactory to the Province that the Contractor and all personnel engaged by the Contractor hold or have been issued all required licences, certificates and memberships and that they are valid and subsisting and in good standing.

5.05 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out

5.06 If the Province provides an instruction under section 5.05 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

5.07 Requesting written confirmation of an instruction under section 5.06 does not relieve the Contractor from complying with the instruction at the time the instruction was given

5.08 The Contractor will participate in any evaluation or review of the delivery of the Services as required by the Province.

5.09 The Contractor will not commit or purport to commit the Province to pay any money unless specifically authorized by this Agreement.

5.10 The Contractor will implement an internal complaint process approved by the Province to respond to complaints by Complainants about the client services referred to in the Schedule of Services.

5.11 The Contractor must exhaust all other sources of funding it has or may receive for delivering Services similar to those outlined in the Schedule of Services, prior to seeking payment under this Agreement.

6. REPRESENTATIONS AND WARRANTIES

6.01 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

(a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

(i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

(ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub contractual agreements in place and available to enable the Contractor to fully perform the Services, and

(iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and

(b) if the Contractor is not an individual,

(i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and

(ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

7. RECORDS AND REPORTS

7.01 In connection with the provision of the Services the Contractor will:

(a) keep records of all dates and hours of service provided by lawyers;

(b) keep books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same;

(c) keep books of account and supporting documents relating to the number of employees, and the classification, wages and benefits provided to these employees;

(d) keep and maintain all records and files, including Client files, in accordance with the requirements of the Law Society of British Columbia; and

(e) subject to solicitor-client privilege, permit the Province at all reasonable times to inspect such records, files and any other documents that relate to the provision of the Services for the purposes of copying or auditing the same.

7.02 In addition to the information or reports required pursuant to the attached Schedules, the Contractor will:

(a) subject to solicitor-client privilege, on request, fully inform the Province of work done and to be done by or for the Contractor in connection with the provision of the Services;

(b) provide quarterly financial reports in a form satisfactory to the Province with the first reporting period being April 1, 2018 to June 30, 2018.

(c) provide quarterly service reports in a form satisfactory to the Province; and

(d) provide the Province with the Contractor's year end service report by April 25, 2018, and a copy of the Contractor's annual audited financial report relating to the term of the contract.

7.03 The Contractor consents to the Province sharing, to the extent it is legally able to do so, with CLAS any information received by the Province from the Contractor that relates to the delivery of the Services.

7.04 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to, subject to solicitor client privilege, inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

8. MATERIAL AND INTELLECTUAL PROPERTY

8.01 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

8.02 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

8.03 The Province exclusively owns all intellectual property rights, including copyright, in:

(a) Received Material that the Contractor receives from the Province; and

(b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favor any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

8.04 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

(a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and

(b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

9. PRIVACY, SECURITY AND CONFIDENTIALITY

9.01 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

9.02 The Contractor must:

(a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and

(b) comply with the Security Schedule attached as Schedule G.

9.03 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

(a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;

(b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or

(c) if it is information in any Incorporated Material.

10. INDEPENDENT CONTRACTOR

10.01 The Contractor is an independent contractor and not the servant, employee, agent or partner of the Province.

10.02 The Contractor will not do anything that would result in personnel hired by the Contractor or a subcontractor being considered an employee of the Province.

11. LIABILITY INSURANCE

11.01(a) The Contractor will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia or Canada and in forms and amounts acceptable to the Province:

(b) Commercial General Liability in an amount not less than $2,000,000 inclusive per occurrence insuring against bodily injury, personal injury, property damage and liability assumed under this Agreement. The Province is to be an additional insured under this insurance and this insurance shall be endorsed to provide the Province with 30 days

advance written notice of cancellation or material change. This insurance must include a cross liability clause.

(c) Professional Liability in an amount not less than $1,000,000, insuring the contractor's liability resulting from errors and omissions in the performance of professional services under this agreement.

11.02 All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Province.

11.03 The Contractor will provide the Province with evidence of all required insurance prior to the commencement of the Services, and from time to time as requested by the Province, in the form of a completed Province of British Columbia Certificate of Insurance. When requested by the Province, the Contractor will provide certified copies of required insurance policies.

11.04 The Contractor hereby waives all rights of recourse against the Province with regard to damage to the Contractor's property.

11.07 The Contractor will comply generally with the *Workers' Compensation Act* and in particular will obtain and maintain during the Term of this Agreement, the necessary coverage of the Contractor's employees, and will, upon request by the Province, provide particulars of such coverage.

12. INDEMNITY

12.01 The Contractor will indemnify and save harmless the Province and its employees and agents, from and against any and all claims, demands, losses, damages, actions, causes of actions, costs and expenses made against or incurred, suffered or sustained by the Province at any time or times, either before or after the expiration or sooner termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of anything done or omitted to be done by the Contractor or by any agent, employee, officer, director or subcontractor of the Contractor in providing the Services pursuant to this Agreement.

13. ASSIGNMENT AND SUBCONTRACTING

13.01 The Contractor will not without the prior written consent of the Province, such consent which will not be unreasonably withheld:

(a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or

(b) subcontract any obligation of the Contractor under this Agreement.

13.02 No subcontract entered into by the Contractor will relieve the Contractor from any of its obligations under this Agreement or impose any obligation or liability upon the Province to any such subcontractor.

14. CONTRACTOR'S OTHER WORK

14.01 Nothing in this Agreement will affect the entitlement of the Contractor to bring any kind of legal action against the Province and/or the BC Human Rights Tribunal that might arise in the ordinary course of its business of assisting clients, in any of the programs it operates.

14.02 The Contractor will not provide any services to any person in circumstances which, in the reasonable opinion of the Province, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duty to the Province under this Agreement.

15. TERMINATION

15.01 Either party may terminate this Agreement at any time, without cause, by giving not less than 90 days written notice of termination to the other party.

15.02 If the Contractor fails to comply with any provision of this Agreement, or any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, in addition to any other remedy or remedies available to the Province, the Province may, at its option, immediately terminate this Agreement by the Province giving written notice of termination to the Contractor and if such option is exercised then this Agreement will terminate on the date such notice is received or deemed received by the Contractor pursuant to paragraph 17.01.

15.03 If this Agreement is terminated pursuant to paragraph, 15.01 or 15.02, the Province will be under no further obligation to the Contractor except to pay to the Contractor such amount as the Contractor may be entitled to receive, pursuant to the Schedule of Payments, for Services provided to the date the termination takes effect.

15.04 The payment by the Province of the amount described in section 15.03 discharges the Province from all liability to make payments to the Contractor under this Agreement.

15.05 If this Agreement is terminated pursuant to paragraph 15.01 or 15.02 the Contractor will, if requested repay to the Province any funds advanced in accordance with paragraph 1 of Schedule B if the actual Eligible Costs incurred for the delivery of the Services at the time of termination are less than the total payment made in accordance with paragraph 1 of Schedule B.

16. FILE MANAGEMENT ON EXPIRY OR TERMINATION OF AGREEMENT

16.01 On expiry or termination of this Agreement, the Contractor will forthwith deliver all administrative records that are not described in paragraphs 16.02 or 16.03 and that are related to the provision of the Services to such person and at such place as the Province may direct.

16.02 On expiry or termination of this Agreement, the Contractor will retain and dispose of all closed Complainants' files in accordance with the rules of the Law Society of British Columbia.

16.03 On expiry or termination of this Agreement, the Contractor will take instructions from the Complainant with respect to his or her open Complainant file whether to:

(a) deliver the file to the Complainant;

(b) if the Contractor is agreeable, continue to have conduct of the Complainant's file without provincial funding; or

(c) deliver the Complainant's file to another person or agency as arranged by the Province.

16.04 On expiry or termination of this Agreement, in addition to the obligations in paragraphs 16.01 to 16.03, the Contractor and the Province may develop a negotiated withdrawal of Services plan which may include adjustments to the Services and provisions for the secure storage or retention of files which are subject to solicitor-client privilege in addition to any other provisions which may be required for the orderly withdrawal or ending of the Services.

17. NOTICES

17.01 Any notice, document, waiver, statement, report, or any and all of the information that either party may desire or be required to give or deliver to the other to be effective, must be in writing and is conclusively deemed to have been validly given or delivered to and received by the addressee, if faxed to the fax number specified in this Agreement, on the date of transmission; if delivered personally, on the date of delivery; or, if mailed, on the fifth business day after mailing the same in British Columbia by prepaid post addressed,

if to the Province:

Justice Services Branch
Ministry of Justice
3rd Floor - 703 Broughton Street
Victoria BC V8W 1E2

Attention: Executive Director
Facsimile: 250 387-1189

and if to the Contractor:

Community Legal Assistance Society
300 – 1140 West Pender Street
Vancouver BC V6E 4G1

Attention: Executive Director
Facsimile: 604 685-7611

17.02 Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for purposes of paragraph 16.01, be deemed to be the address of the party giving such notice.

18. NON-WAIVER

18.01 A waiver of any term of this Agreement, or of any breach by the Contractor of this Agreement, is effective only if it is in writing and signed by the Province and is not a waiver of any other term or any other breach.

19. APPROPRIATION

19.01 Notwithstanding any other provision of the Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:

(a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and

(b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited, pursuant to the *Financial Administration Act,* expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

20. ARBITRATION

20.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

(a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

(b) if the dispute is not resolved through collaborative negotiation within 15 business days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and

(c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

20.02 Unless the parties otherwise agree in writing, an arbitration or mediation under section 20.01 will be held in Victoria, British Columbia.

20.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

21. GENERAL

21.01 This Agreement is governed by and is to be construed in accordance with the laws of the Province of British Columbia.

21.02 The Contractor will comply with all applicable laws.

21.03 The Contractor will give all notices and obtain all licenses and permits required to perform the Services. The Contractor will comply with all laws applicable to the Services.

21.04 Paragraphs 5.07, 6, 7, 8, 9,12, 15.03, 19 and 20 continue in force after this Agreement ends.

21.05 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.

21.06 If there is any conflict between any provision in the body of this Agreement and any provision of any attached Schedule, then the provisions in the body of this Agreement will prevail.

21.07 The headings appearing in this Agreement have been inserted for reference as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

21.08 This Agreement and any modifications to it constitute the entire agreement between the parties as to the performance of the Services.

21.09 No modification of this Agreement is effective unless it is in writing and signed by the parties.

21.10 Every reference to an act, whether or not defined in this Agreement, includes all regulations made pursuant to that act and any act passed in substitution for, replacement of, or amendment of, that act.

21.11 Nothing in this Agreement will be construed or deemed to derogate from or limit the rights and privileges of the Province or any court of competent jurisdiction under any statutes of the Province or Canada which pertain to the Services or any person to whom the Services are provided by the Contractor.

21.12 If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severable from this Agreement, and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.

22. EXECUTION BY COUNTERPARTS

22.01 The Province and the Contractor agree that this Agreement may be entered into by the Province and the Contractor by each signing a separate copy of this Agreement, including a photocopy or facsimile copy, and delivering it to the other party by facsimile transmission.

WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

Signed on behalf of Her Majesty the Queen in right of the Province of British Columbia by a duly authorized representative of the Attorney General, Ministry of Justice

(Witness)

Executive Director, Justice Services Branch

Date: April 11, 2018

SIGNED AND DELIVERED by or on behalf of the Community Legal Assistance Society

(Witness)

Authorized Signatory of the Contractor

Aleem Bharmal
Executive Director
Community Legal Assistance Society
(Print name and title)

Date: April 10th, 2018

SCHEDULE OF SERVICES

BACKGROUND

The Attorney General has a statutory mandate under section 5 of the *Human Rights Code* (Code) to develop and conduct "a program of public education and information designed to promote an understanding of this Code". From 2003 to 2014, this program was delivered through the Ministry of Justice, the Human Rights Tribunal and the Human Rights Clinic (Clinic). The Clinic was compromised of three service providers: the BC Human Rights Coalition (Coalition), the Community Legal Assistance Society (CLAS), and the University of Victoria Law Centre (Law Centre). The Coalition and CLAS provided the majority of Clinic services, with the former focusing mainly on education, early resolution and advocacy services, while the latter focuses mainly on legal assistance, including legal representation.

In July 2014, a review of BC's human rights services was launched with the assistance of Peter Adams, a consultant. Mr. Adams' final report identified opportunities to reduce costs. In order to implement the recommendations in Adams report, CLAS and the Coalition are working together to develop a single integrated human rights service. The single integrated service will emphasize the prevention and early resolution of human rights issues, with the priority being delivery of pubic legal education and information (PLEI) services and early resolution services. The resources dedicated to the provision of legal advice and representation services, particularly in judicial reviews and in the appellate courts, will be reduced. In keeping with the Adams report recommendations, the single integrated service will enable a cost-effective allocation of staff resources, while maintaining service integrity. Proportionality principles will govern the delivery of all services – in other words, the amount of process and resources used to resolve a case will be proportionate to the monetary value, complexity and importance of the case.

SERVICES

1.0 Public Legal Education and Information

The Contractor must make public legal education and information related to human rights issues and services accessible to people throughout BC. Public legal education and information must be available by telephone, online or in person.

The Contractor must:

a) maintain a telephone enquiry line accessible to all people within BC during business hours on business days that meets the following requirements;
   i. provides an initial call-back within three business days;
   ii. provides basic information regarding the Human Rights Code, including how to be protected from discrimination, whether the Code may apply to a particular complaint, and how the BC Human Rights Tribunal process works;
   iii. Refers callers who have had their complaint accepted by the BC Human Rights Tribunal to the intake team for an initial evaluation to determine if further eligibility and contact is necessary and to give appropriate information; and
   iv. provides appropriate service options and referrals including the availability of the Drop In and Triage Clinic if appropriate.

b) maintain a human rights website with content approved by the Province;
c) provide a minimum of 15 in-person public legal education and information sessions. These may include participation in community programs that promote the purposes of the Code and public events on behalf of the BC Human Rights Clinic;
d) provide education sessions based on demand, where possible on a cost recovery basis, to employers, service providers, labour representatives and other interested groups (collectively the "Education Groups") throughout British Columbia, including sessions designed to teach the Education Groups techniques for early resolution of human rights disputes. All cost recovery is to be reported as income in the quarterly financial reports (Schedule of Payments) and any amount in excess of cost recovery shall form part of any surplus returned to the Province as outlined in Section 4.0;
e) prepare any necessary education materials required to deliver public information sessions and education sessions in consultation with the Province and the Human Rights Tribunal.

2.0 Drop In and Triage Clinic

At least one day per week in which there are no statutory holidays, the Contractor must operate a free public drop-in and triage clinic in Vancouver, that will:

a) conduct an initial evaluation, provide appropriate education and information to the public seeking human rights information;
b) provide information on options available to resolve human rights issues including early dispute resolution alternatives;
c) provide referrals or recommend service alternatives as appropriate
d) assist individuals in completing BC Human Rights Tribunal complaint forms;
e) using a multi-disciplinary approach, have at a minimum, the following staff/positions available during clinic hours, where possible: one advocate and one legal administrative assistant
f) subject to resource availability and at the discretion of the Contractor provide direct access to lawyers that will give limited legal advice respecting straightforward legal issues, including issues in relation to execution of settlement agreement and releases.

3.0 Online Service Strategy

Consistent with administrative justice principles and modern service delivery principles, the Contractor is to work with the Province in developing an online service strategy. The strategy is to include identifying opportunities and tools that will enhance user access through technology, and shift service models away from in-person services.

4.0 Determine Eligibility for Complainant Services

The Contractor will provide Complainant services to individuals residing in BC who require assistance to access the complaint process of the BC Human Rights Tribunal. Complainant services include intake, settlement and resolution, and legal advice and representation services as described below. Eligibility for Complainant services must be determined in accordance with the following:

Mandatory criteria:

a) the individual has filed a Complaint which has been accepted by the BC Human Rights Tribunal for filing;
b) the individual has revealed what appears to be a case of discrimination on its face;
c) the individual is unable to obtain assistance from other sources, such as a private lawyer or other agencies that provide legal services without charge or at a significantly reduced rate, including a union, community agency, or professional association;

In addition to the mandatory criteria the Contractor must consider whether:

a) the individual meets the income screening guidelines set out below. No substantiating documentation of income is required. The Contractor may use its discretion to determine which point in time will reasonably be used for this income screening (e.g. either before or after a recent job loss that might be the subject of the said human rights complaint). If it becomes evident while providing Complainant services that the individual reported inaccurate income and was not eligible for service, the Contractor must refer the client to another service instead of proceeding with services. The inaccuracy must be noted in the client file. If the person returns for service at a later time, the discrepancy must be discussed and the person asked to provide proof of income before receiving service.

Number of Household Members	Annual Net Household Income*
4 or fewer	$40,800
5	$47,300
6	$54,600
7 or more	$61,900

**Income is the person's net annual income from all sources*
(1) Family members include children and parent(s) or other adults responsible for and living with the children.
(2) Household income usually includes all money or benefits earned or received by adult family members who are living together.

b) the individual is unable to represent him/herself due to diminished capacity or other physical, mental or socio-economic limitations affecting their ability do so;
c) the individual has applied for assistance in a timely manner;
d) the individual has filed an application, in a form satisfactory to the Province, with the Contractor;
e) the individual is willing to sign a retainer letter;
f) the merits of the case and the likelihood that the Complainant will succeed;
g) the availability of alternative processes that may reasonably address the issues raised in the complaint;
h) the nature of the issues raised by the complaint, including whether the complaint is likely to benefit more than one person and raises important issues of law, the resolution of which would advance the purposes of the Code; and
i) the availability of the Contractor's (and other) resources to provide the Complainant services.

5.0 Complainant Services

Services are to be delivered to Complainants in the following priority:

a) First priority: Complainants unable to represent themselves due to diminished capacity or other limitations affecting their ability to do so who are of modest means according to the above income screening guidelines:
b) Second priority: Complainants who are of modest means according to the above income amounts.
c) Third priority: Subject to resources and available funding, provide services to Complainants who do not fit in the first two priority categories.

After assessing eligibility under Section 4 above, determining the level of priority and using a multi-disciplinary approach, the Contractor must provide the following types of services.

5.1 Intake Services

The Contractor must provide the following intake services:

a) interview the Complainant to obtain a thorough overview of the issues raised in the complaint;
b) apply standard human rights law and principles to analyse the facts as represented, and advise on options in addition to a human rights complaint for responding to the issues, including filing a grievance under a collective agreement or dealing with the matter under another process;
c) determine and advise if a request should be made to the BC Human Rights Tribunal to defer the processing of the complaint;
d) determine and advise if the complaint form should be amended; and
e) determine the most cost effective way to address the issue while maintaining service integrity and using the principles of proportionality.

5.2 Settlement and Resolution Services for Eligible Complainants

The Contractor must provide the following settlement and resolution services throughout the complaint process by:

a) explaining to Complainants how settlement processes (including mediation) work, and what is expected of the Complainant and of the other parties;
b) reviewing factual elements of the potential terms of settlement and instructing the Complainant to assemble any reasonably expected documents such as income tax returns or pay stubs;
c) explaining to the Complainant what the legal basis for remedy in human rights law is, assessing proposals for settlement and advising on the reasonableness and appropriateness of settlement proposals;
d) attending mediation or other resolution proceedings with the Complainant;
e) preparing submissions or documents as requested by a mediator or chair of an early resolution proceedings; and
f) in the event of a settlement, assisting the Complainant with post-settlement requirements, such as finalizing the settlement agreement, obtaining releases, and dismissing or discontinuing the proceedings before the BC Human Rights Tribunal.

5.3 Legal Advice and Representation Services

The Contractor may only provide legal representation if all available options to reach an appropriate settlement have been utilized.

The Contractor may provide legal advice and representation services to eligible Complainants. These services shall be delivered by appropriate persons, including lawyers who have the requisite degree of competence, or by persons legally authorized to provide such services.

Legal advice and representation services include the following:

5.3.1 Preliminary Applications

The Contractor will:

a) determine if preliminary applications, such as applications to compel the production of documents or to amend complaint forms, are required and take the required measures to obtain said applications; and
b) respond to any pre-hearing applications filed by another party to the complaint including applications to dismiss the complaint on a preliminary basis.

5.3.2 Pre-Hearing Preparation

The Contractor will deliver hearing preparation services including the following:

a) undertaking all preparation incidental to preparing for a hearing before the BC Human Rights Tribunal including carrying out correspondence, reviewing the Complaints filed and meeting with the Complainant,
b) undertaking all legal and evidentiary research reasonably necessary or desirable to competently represent the Complainant at the various stages of the BC Human Rights Tribunal's complaint process including formal pre-hearing events,
c) contacting witnesses including ensuring available witnesses are interviewed, witness statements are prepared where appropriate, witness statements are disclosed as required, and that lay and expert witnesses are prepared for hearing,
d) preparing evidence including undertaking reasonable additional steps as required to confirm or rebut allegations made by the parties such as by written interrogatories, in person interviews, or other fact finding processes in preparation for the hearing,
e) assessing and ensuring that expert evidence has been commissioned, consulting and retaining experts, ensuring expert reports are delivered within the prescribed time periods and, where required, attending at examinations for discovery of the experts or other parties.
f) preparing for and attending pre-hearing motions
g) preparing documents and submissions as necessary,
h) complying with disclosure of documents, and
i) discussing settlement options with the Complainant.

5.3.3. Services during the Hearing

The Contractor will:
a) represent the Complainant at hearings before the BC Human Rights Tribunal;
b) present opening and closing statements;
c) prepare and introduce all relevant documentary evidence;
d) conduct direct and cross examination of witnesses; and
e) present all relevant legal research in support of the Complainant's case.

5.3.4 Post-Hearing Matters

The Contractor will attend to post-hearing matters, such as preparation of additional submissions as requested by the BC Human Rights Tribunal and will file orders of the BC Human Rights Tribunal with the Supreme Court of British Columbia.

5.3.5 Services Outside the Scope of Legal Advice and Representation Services

The Contractor will not represent the Complainant other than as specifically referenced in this Schedule of Services and in particular will not provide representation in:

a) an application to the Supreme Court of British Columbia to enforce a settlement agreement or an order of the BC Human Rights Tribunal;
b) judicial reviews; and
c) appellate cases.

5.3.6 Systemic Cases

The Contractor must inform the Province regarding cases the Contractor considers to be resource intensive systemic matters and must work with the Province to determine strategies for managing and addressing the resources to be allotted to such cases. In a case where there appears to be a conflict of interest with the Province, the Contractor is permitted to exercise its discretion in the allocation of resources to the case, applying the above mandatory and discretionary criteria including the above-described principle of proportionality

6.0 Limitation of Withdrawal of Complainant Services

The Contractor may limit or withdraw Complainant services from a person previously found to be eligible for services, if the Contractor determines, in its sole discretion, there is a valid reason to do so. The Contractor must document why and at what stage the service was limited or withdrawn.

7.0 Information Management Database and Reporting

The Contractor must:
a) maintain a comprehensive information management database with the ability to report data by month and cumulatively by fiscal year-to-date.
b) focus the reports on the following four key areas:
    i. Length of time from intake to resolution;
    ii. Cost per case;
    iii. Complainant satisfaction with process and outcome; and
    iv. Activities clearly linked to the BC Human Rights Clinic goals and objectives.
c) Include in the reports the following:
    i. Background and context;
    ii. Mission statement, goals and objectives;
    iii. Nature of the client community;
    iv. Nature of the issues that are being addressed;
    v. Description of activities and measures of success; and
    vi. Impact;
d) provide other routine or special reports agreed to by the Contractor and the Province.

The Contractor will meet with the contract manager and other ministry representatives as and when required to review and discuss the service reports.

The Contractor will electronically provide the Province with quarterly service reports the first reporting period being April 1st to June 30th and the final reporting period being January 1st to March 31st in a form and manner approved by the Province. Reports will be due 25 calendar days past the reporting period, the final fiscal year-end report is due on April 30th of each year.

Schedule of Payments

1. Fees and Expenses will be disbursed over one fiscal year, Fiscal 2018–19 (April 1, 2018 to March 31, 2019). Subject to the delivery and completion of the services described in Schedule of Services, in form and content satisfactory to the Contract Manager, the Province will make payments to the Contractor as follows:

Deliverable	Description	Amount(s)	Deliver on or before
Signed Contract	Signed Contract	$458,000.00	April 20, 2018
Service Report & Financial Report	Report 01 (April 1 to Jun 30) 3 months	$450,000.00	July 25, 2018
Service Report & Financial Report	Report 02 (July 1 to Sept 30) 3 months	$300,000.00	October 25, 2018
Service Report & Financial Report	Report 03 (Oct 1 to Dec 31) 3 months	$120,000.00	January 25, 2019
Draft Financial Report on March 31st followed by final financial and service reports on April 30, 2018	Report 04 (Jan 1 to March 31) 3 months	$20,000.00	March 31, 2019

2. On no account will fees and expenses payable to the Contractor in accordance with this Schedule for fiscal year 2018-2019 exceed the **Maximum Amount of $1,348,000.00.**

3. Final payment on March 31, 2019 will be released when the Contractor provides to the satisfaction of the Contract Manager a projected financial report reconciling to the projected expenditures expended from April 1, 2018 to March 31, 2019. A final year-end financial report reconciled to expenditures is due on April 30, 2019 and will include any year end savings.

4. Unless the Province has provided prior written approval to carry over year end savings, the Contractor will refund to the Province all over projected amount of operational expenses on demand if the actual operational expenses incurred by the Contractor to perform the Services during the program year are less than projected operational funds for the program year, as set out in this Schedule or as determined in accordance with the Agreement. If the parties do not agree on the amount of the refund with 30 business days from the day of the Province's demand, the matter will be referred to binding arbitration under paragraph 20 Arbitration.

5. For clarity, reimbursements for any expenses and disbursements incurred by the Contractor required to provide the Services are included in the Maximum Amount.

6. The Contractor will reimburse its staff for travel, accommodation, and meal expenses for travel greater than 32 kilometers away from Greater Vancouver, British Columbia at Group II rate set out at
http://www2.gov.bc.ca/local/myhr/documents/travel/travel_allowances_app1.pdf

7. Any costs paid to the Contractor as a result of a settlement agreement or an order for costs made by the BC Human Rights Tribunal or a court against a Respondent will not affect the payments set out in Section 1.

8. In the event of this Agreement is terminated, the Contractor will be entitled to receive such pro-rated portion of any installment payments due to the Contractor. The Contractor will be entitled to no further payment or reimbursement whatsoever and will be liable to account to the Province in respect to an overpayment, provided that this section will not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,

   (a) "**access**" means disclosure by the provision of access;

   (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act*;

   (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

   (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act; and

   (e) "**privacy course**" means the Province's online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and

   (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
   (a) the purpose for collecting it;
   (b) the legal authority for collecting it; and
   (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.

7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.

12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

13. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

    (a) receives a foreign demand for disclosure;

    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or

    (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

    the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
    (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
    (b) any direction given by the Province under this Schedule.

24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.

32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule G – Security Schedule

Definitions

1. In this Schedule,

(a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;

(b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;

(c) "Information" means information

(i) in the Material, or

(ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;

(d) "Record" means a "record" as defined in the *Interpretation Act*;

(e) "Sensitive Information" means

(i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or

(ii) any other information specified as "Sensitive Information" in Appendix G6, if attached; and

(f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include

(i) the Contractor or a subcontractor if an individual, or

(ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless

the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:

   (a) their access to Sensitive Information; and

   (b) other matters specified by the Province in writing for the purposes of this section.

6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:

   (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and

   (b) limit access to Facilities and Equipment of the Contractor

   (i) being used by the Contractor to provide the Services, or

   (ii) that may be used by someone to access Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the

Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:

   (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and

   (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:

   (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and

   (b) comply with the information integrity requirements set out in Appendix G4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

   (a) remained as complete as when it was acquired or accessed by the Contractor; and

   (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:

   (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or

(b) unauthorized access to Facilities or Equipment has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:

    (a) any Records in the possession of the Contractor containing Information; or

    (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any

provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:

    (a) references to sections are to sections of this Schedule; and

    (b) references to appendices are to the appendices attached to this Schedule.

20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.

21. The appendices attached to this Schedule are part of this Schedule.

22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.

23. If there is a conflict between:

    (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and

    (b) a documented process required by this Schedule to be created or maintained by the Contractor the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.

24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
Issued by ICBC: • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card Issued by provincial or territorial government: • Canadian birth certificate Issued by Government of Canada: • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record	• School ID card (student card) • Bank card (only if holder's name is on card) • Credit card (only if holder's name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver's licence • Naturalization certificate • Canadian Forces Identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner's signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

GENERAL SERVICE AGREEMENT

For Administrative Purposes Only	
Ministry Contract No.:ATJSB2015257002 *Requisition No.: N/A* *Solicitation No. (if applicable): N/A* *Commodity Code: N/A* ***Contractor Information*** *Supplier Name: Community Legal Assistance Society* *Supplier No.: 185897* *Telephone No.: (604) 685-3425* *Website: www.clasbc.net*	***Financial Information*** *Client: 105* *Responsibility Centre: 15257* *Service Line: 10290* *STOB: 8001* *Project: 1500000* ***Template version:*** *December 21, 2018*

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SCHEDULE A – SERVICES

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Part 3 - Related Documentation
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SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 1st day of April, 2019.

BETWEEN:

Community Legal Assistance Society (the "Contractor") with the following specified address:
1140 West Pender Street
Vancouver, British Columbia V6E 4G1

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by The Ministry of Justice (the "Province") with the following specified address and fax number:

Ministry of Justice
Justice Services Branch
PO Box 9222 Stn Prov Govt
8th Floor, 1001 Douglas Street
Victoria, British Columbia V8W 9J1
FAX: (250) 356-2721

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

(a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;

(b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

(c) "Material" means the Produced Material and the Received Material;

(d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;

(e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

(f) "Services" means the services described in Part 2 of Schedule A;

(g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

(h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

(a) the fees described in that Schedule;

(b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and

(c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.8 The Contractor must:

(a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and

(b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

(a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

(i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

(ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and

(iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and

(b) if the Contractor is not an individual,

(i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and

(ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

(a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and

(b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

(a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;

(b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or

(c) if it is information in any Incorporated Material.

Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

(a) Received Material that the Contractor receives from the Province; and

(b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

(a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and

(b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

(a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or

(b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

(a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and

(b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

(a) "Event of Force Majeure" means one of the following events:

(i) a natural disaster, fire, flood, storm, epidemic or power failure,

(ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,

(iii) a strike (including illegal work stoppage or slowdown) or lockout, or

(iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

(b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

(a) "Event of Default" means any of the following:

(i) an Insolvency Event,

(ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or

(iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and

(b) "Insolvency Event" means any of the following:

(i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,

(ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,

(iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,

(iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),

(v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

(vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

(a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;

(b) pursue any remedy or take any other action available to it at law or in equity; or

(c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:

(a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and

(b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

(a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

(b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and

(c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

(a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;

(b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

(c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:

(a) any person retained by the Contractor to perform obligations under this Agreement; and

(b) any person retained by a person described in paragraph (a) to perform those obligations

fully complies with this Agreement in performing the subcontracted obligations.

Waiver

13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

(a) an employee or partner of the Province; or

(b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

(a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and

(b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

(a) "includes" and "including" are not intended to be limiting;

(b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;

(c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";

(d) "attached" means attached to this Agreement when used in relation to a schedule;

(e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

(f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;

(g) "person" includes an individual, partnership, corporation or legal entity of any nature; and

(h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the 28th day of March, 2019 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the 25 day of March, 2019 on behalf of the Province by its duly authorized representative:
Signature(s)	Signature
Print Name(s) Aleem Bharmal Executive Director Community Legal Assistance Society	Print Name Carmen Zabarauckas
Print Title(s)	Print Title Executive Director

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on April 1, 2019 and ends on March 31, 2020.

PART 2. SERVICES:

2.1 BACKGROUND

The Attorney General has a statutory mandate under section 5 of the Human Rights Code (Code) to develop and conduct "a program of public education and information designed to promote an understanding of this Code." From 2003 to 2014, this program was delivered through the Ministry of Justice, the Human Rights Tribunal and the Human Rights Clinic (Clinic). The Clinic comprised three service providers: the BC Human Rights Coalition (Coalition), the Community Legal Assistance Society (CLAS), and the University of Victoria Law Centre (Law Centre). The Coalition and CLAS provided the majority of Clinic services, with the former focusing mainly on education, early resolution and advocacy services and the latter focusing mainly on legal assistance, including legal representation.

In July 2014, a review of BC's human rights services was launched with the assistance of Peter Adams, a consultant. Mr. Adams' final report identified opportunities to reduce costs. In order to implement the recommendations in Adams report, CLAS and the Coalition are working together to develop a single integrated human rights service. The single integrated service will emphasize the prevention and early resolution of human rights issues, with the priority being delivery of pubic legal education and information (PLEI) services and early resolution services. The resources dedicated to the provision of legal advice and representation services, particularly in judicial reviews and in the appellate courts, will be reduced. In keeping with the Adams report recommendations, the single integrated service will enable a cost-effective allocation of staff resources, while maintaining service integrity. Proportionality principles will govern the delivery of all services - in other words, the amount of process and resources used to resolve a case will be proportionate to the monetary value, complexity and importance of the case.

2.2 DEFINITIONS

In this Agreement and its Schedules, unless the context otherwise requires:

(a) "*BC Human Rights Clinic*" means the program title that the Contractor must use when providing the Services under this Agreement;

(b) "*BC Human Rights Tribunal*" means the tribunal created under the Human Rights Code;

(c) "*CLAS*" means the Community Legal Assistance Society;

(d) "*Client*" means a person who has filed a Complaint and who the Contractor has determined is eligible to receive client services in accordance with the Schedule of Services;

(e) "*Collaborate*" means active participation, open sharing of information, creative problem solving, and development of options;

(f) "*Commercial Arbitration Act*" means the Commercial Arbitration Act, R.S.B.C. 1996, c.55;

(g) "*Complainant*" means a person who has filed or wishes to file a complaint under the Human Rights Code;

(h) "*Complaint*" means a complaint that has been filed under the Human Rights Code;

(i) "*Eligible Costs*" means the costs identified in as those necessarily incurred by the Contractor in order to deliver the Services set out in Schedule A – Services;

(j) "*Financial Administration Act*" means the Financial Administration Act, R.S.B.C. 1996, c.138;

(k) "*Human Rights Code*" means the Human Rights Code, R.S.B.C. 1996, c. 210;

(l) "*Incorporated Material*" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

(m) "*Material*" means the Produced Material and the Received Material;

(n) "*Produced Material*" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;

(o) "*Received Material*" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

(p) "*Respondent*" means a person who is, or may be, named as a respondent in a Complaint

(q) "*Services*" means the services described in Schedule A – Services;

(r) "*Term*" means the period referred to in Part 1 of Schedule A.

2.3 REVIEW OF AGREEMENT

(a) The parties agree to meet on a quarterly basis each year during the Term of the Agreement to review the terms of the Agreement, in particular those relating to the Services, including case loads and costs of providing the Services.

(b) For the purposes of 2.3 (a), subject to solicitor-client privilege, and upon the Province's reasonable request, the Contractor must provide data, information, or reports, in a form and at the times satisfactory to the Province.

2.4 CONTRACTOR'S OBLIGATIONS

(a) The Contractor will provide the Services under the program title BC Human Rights Clinic and will use this title in all material, correspondence, communications, and in any dealings with the public and Respondents and Complainants related to the delivery of the Services.

(b) Without limiting 2.4 (a), the Contractor will ensure that any of the employees, contractors, or pro bono lawyers it retains to represent Complainants, will maintain throughout the Term of this Agreement:

i. all certifications and licenses necessary to practice law and qualify as legal counsel in British Columbia;

ii. at least the minimum professional liability insurance coverage that is required from time to time for a barrister and solicitor in the private practice in the Province of British Columbia in order to obtain the aforesaid certifications and licences; and

The Contractor will, at the request of the Province, provide evidence satisfactory to the Province that the Contractor and all personnel engaged by the Contractor hold or have been issued all required licences, certificates and memberships and that they are valid and subsisting and in good standing.

(c) The Contractor will participate in any evaluation or review of the delivery of the Services as required by the Province.

(d) The Contractor will not commit or purport to commit the Province to pay any money unless specifically authorized by this Agreement.

(e) The Contractor will implement an internal complaint process approved by the Province to respond to complaints by Complainants about the client services referred to in the Schedule of Services.

(f) The Contractor must exhaust all other sources of funding it has or may receive for delivering Services similar to those outlined in the Schedule of Services, prior to seeking payment under this Agreement.

2.5 RECORDS AND REPORTS

(a) In connection with the provision of the Services the Contractor will:

i. keep records of all dates and hours of service provided by lawyers;

ii. keep books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same;

iii. keep books of account and supporting documents relating to the number of employees, and the classification, wages and benefits provided to these employees;

iv. keep and maintain all records and files, including Client files, in accordance with the requirements of the Law Society of British Columbia; and

v. subject to solicitor-client privilege, permit the Province at all reasonable times to inspect such records, files and any other documents that relate to the provision of the Services for the purposes of copying or auditing the same.

(b) In addition to the information or reports required pursuant to this Schedule, the Contractor will:

i. subject to solicitor-client privilege, on request, fully inform the Province of work done and to be done by or for the Contractor in connection with the provision of the Services;

ii. provide quarterly financial reports in a form satisfactory to the Province with the first reporting period being April 1, 2019 to June 30, 2019;

iii. provide quarterly service reports in a form satisfactory to the Province; and

iv. provide the Province with the Contractor's year end service report by April 30, 2020, and a copy of the Contractor's annual audited financial report relating to the term of the contract.

(c) The Contractor consents to the Province sharing, to the extent it is legally able to do so, with CLAS any information received by the Province from the Contractor that relates to the delivery of the Services.

2.6 CONTRACTOR'S OTHER WORK

Nothing in this Agreement will affect the entitlement of the Contractor to bring any kind of legal action against the Province and/or the BC Human Rights Tribunal that might arise in the ordinary course of its business of assisting clients, in any of the programs it operates.

2.7 FILE MANAGEMENT ON EXPIRY OR TERMINATION OF AGREEMENT

(a) On expiry or termination of this Agreement, the Contractor will forthwith deliver all administrative records that are not described in paragraphs 2.7 (b) or 2.7 (c) and that are related to the provision of the Services to such person and at such place as the Province may direct.

(b) On expiry or termination of this Agreement, the Contractor will retain and dispose of all closed Complainants' files in accordance with the rules of the Law Society of British Columbia.

(c) On expiry or termination of this Agreement, the Contractor will take instructions from the Complainant with respect to his or her open Complainant file whether to:

i. deliver the file to the Complainant;

ii. if the Contractor is agreeable, continue to have conduct of the Complainant's file without provincial funding; or

iii. deliver the Complainant's file to another person or agency as arranged by the Province.

(d) On expiry or termination of this Agreement, in addition to the obligations in paragraphs 16.01 to 16.03, the Contractor and the Province may develop a negotiated withdrawal of Services plan which may include adjustments to the Services and provisions for the secure storage or retention of files which are subject to solicitor-client privilege in addition to any other provisions which may be required for the orderly withdrawal or ending of the Services.

2.8 PUBLIC LEGAL EDUCATION AND INFORMATION

The Contractor must make public legal education and information related to human rights issues and services accessible to people throughout BC. Public legal education and information must be available by telephone, online or in person.

The Contractor must:

a) Maintain a telephone enquiry line accessible to all people within BC during business hours on business days that meets the following requirements:
   i. provides an initial call-back within three business days;
   ii. provides basic information regarding the Human Rights Code, including how to be protected from discrimination, whether the Code may apply to a particular complaint, and how the BC Human Rights Tribunal process works;
   iii. Refers callers who have had their complaint accepted by the BC Human Rights Tribunal to the intake team for an initial evaluation to determine if further eligibility and contact is necessary and to give appropriate information; and

iv. provides appropriate service options and referrals including the availability of the Drop In and Triage Clinic if appropriate.

b) Maintain a human rights website with content approved by the Province.
c) Provide a minimum of 15 in-person public legal education and information sessions. These may include participation in community programs that promote the purposes of the Code and public events on behalf of the BC Human Rights Clinic.
d) Provide education sessions based on demand, where possible on a cost recovery basis, to employers, service providers, labour representatives and other interested groups (collectively the "Education Groups") throughout British Columbia, including sessions designed to teach the Education Groups techniques for early resolution of human rights disputes. All cost recovery is to be reported as income in the quarterly financial reports (Schedule of Payments) and any amount in excess of cost recovery shall form part of any surplus returned to the Province as outlined in Section 4.0.
e) Prepare any necessary education materials required to deliver public information sessions and education sessions in consultation with the Province and the Human Rights Tribunal.

2.9 DROP IN AND TRIAGE CLINIC

At least one day per week in which there are no statutory holidays, the Contractor must operate a free public drop-in and triage clinic in Vancouver that will:

a) conduct an initial evaluation, provide appropriate education and information to the public seeking human rights information;
b) provide information on options available to resolve human rights issues including early dispute resolution alternatives;
c) provide referrals or recommend service alternatives as appropriate;
d) assist individuals in completing BC Human Rights Tribunal complaint forms;
e) using a multi-disciplinary approach, have, at a minimum, the following staff/positions available during clinic hours, where possible: one advocate and one legal administrative assistant; and
f) subject to resource availability and at the discretion of the Contractor, provide direct access to lawyers that will give limited legal advice respecting straightforward legal issues, including issues in relation to execution of settlement agreements and releases.

2.10 ONLINE SERVICE STRATEGY

Consistent with administrative justice principles and modern service delivery principles, the Contractor is to work with the Province in developing an online service strategy. The strategy is to include identifying opportunities and tools that will enhance user access through technology and shift service models away from in-person services.

2.11 DETERMINE ELIGIBILITY FOR COMPAINANT SERVICES

The Contractor will provide Complainant services to individuals residing in BC who require assistance to access the complaint process of the BC Human Rights Tribunal. Complainant services include intake, settlement and resolution, and legal advice and representation services as described below. Eligibility for Complainant services must be determined in accordance with the following:

Mandatory criteria:

a) the individual has filed a Complaint which has been accepted by the BC Human Rights Tribunal for filing;
b) the individual has revealed what appears to be a case of discrimination on its face; and

c) the individual is unable to obtain assistance from other sources, such as a private lawyer or other agencies that provide legal services without charge or at a significantly reduced rate, including a union, community agency, or professional association.

In addition to the mandatory criteria the Contractor must consider whether:

a) the individual meets the income screening guidelines set out below. No substantiating documentation of income is required. The Contractor may use its discretion to determine which point in time will reasonably be used for this income screening (e.g. either before or after a recent job loss that might be the subject of the said human rights complaint). If it becomes evident while providing Complainant services that the individual reported inaccurate income and was not eligible for service, the Contractor must refer the client to another service instead of proceeding with services. The inaccuracy must be noted in the client file. If the person returns for service at a later time, the discrepancy must be discussed, and the person asked to provide proof of income before receiving service.

Number of Household Members[1]	Annual Net Household Income[2,3]
4 or fewer	$40,800
5	$47,300
6	$54,600
7 or more	$61,900

(1) Family members include children and parent(s) or other adults responsible for and living with the children.

(2) Household income usually includes all money or benefits earned or received by adult family members who are living together.

(3) Income is the person's net annual income from all sources.

b) the individual is unable to represent him/herself due to diminished capacity or other physical, mental or socio-economic limitations affecting their ability do so;
c) the individual has applied for assistance in a timely manner;
d) the individual has filed an application, in a form satisfactory to the Province, with the Contractor;
e) the individual is willing to sign a retainer letter;
f) the merits of the case and the likelihood that the Complainant will succeed;
g) the availability of alternative processes that may reasonably address the issues raised in the complaint;
h) the nature of the issues raised by the complaint, including whether the complaint is likely to benefit more than one person and raises important issues of law, the resolution of which would advance the purposes of the Code; and
i) the availability of the Contractor's (and other) resources to provide the Complainant services.

2.12 COMPLAINANT SERVICES

Services are to be delivered to Complainants in the following priority:

a) First priority: Complainants unable to represent themselves due to diminished capacity or other limitations affecting their ability to do so who are of modest means according to the above income screening guidelines.
b) Second priority: Complainants who are of modest means according to the above income amounts.
c) Third priority: Subject to resources and available funding, provide services to Complainants who do not fit in the first two priority categories.

After assessing eligibility under Section 4 above, determining the level of priority and using a multi- disciplinary approach, the Contractor must provide the following types of services.

2.13 INTAKE SERVICES

The Contractor must provide the following intake services:

a) interview the Complainant to obtain a thorough overview of the issues raised in the complaint;
b) apply standard human rights law and principles to analyse the facts as represented and advise on options in addition to a human rights complaint for responding to the issues, including filing a grievance under a collective agreement or dealing with the matter under another process;
c) determine and advise if a request should be made to the BC Human Rights Tribunal to defer the processing of the complaint;
d) determine and advise if the complaint form should be amended; and
e) determine the most cost-effective way to address the issue while maintaining service integrity and using the principles of proportionality.

2.14 SETTLEMENT AND RESOLUTION SERVICES FOR ELIGIBLE COMPLAINANTS

The Contractor must provide the following settlement and resolution services throughout the complaint process by:

a) explaining to Complainants how settlement processes (including mediation) work, and what is expected of the Complainant and of the other parties;
b) reviewing factual elements of the potential terms of settlement and instructing the Complainant to assemble any reasonably expected documents such as income tax returns or pay stubs;
c) explaining to the Complainant what the legal basis for remedy in human rights law is, assessing proposals for settlement and advising on the reasonableness and appropriateness of settlement proposals;
d) attending mediation or other resolution proceedings with the Complainant;
e) preparing submissions or documents as requested by a mediator or chair of an early resolution proceedings; and
f) in the event of a settlement, assisting the Complainant with post-settlement requirements, such as finalizing the settlement agreement, obtaining releases, and dismissing or discontinuing the proceedings before the BC Human Rights Tribunal.

2.15 LEGAL ADVICE AND REPRESENTATION SERVICES

The Contractor may only provide legal representation if all available options to reach an appropriate settlement have been utilized.

The Contractor may provide legal advice and representation services to eligible Complainants. These services shall be delivered by appropriate persons, including lawyers who have the requisite degree of competence; or by persons legally authorized to provide such services.

Legal advice and representation services include the following:

2.15.1 Preliminary Applications

The Contractor will:

a) determine if preliminary applications, such as applications to compel the production of documents or to amend complaint forms, are required and take the required measures to obtain said applications; and
b) respond to any pre-hearing applications filed by another party to the complaint including applications to dismiss the complaint on a preliminary basis.

2.15.2 Pre-Hearing Preparation

The Contractor will deliver hearing preparation services including the following:

a) undertaking all preparation incidental to preparing for a hearing before the BC Human Rights Tribunal including carrying out correspondence, reviewing the Complaints filed and meeting with the Complainant,
b) undertaking all legal and evidentiary research reasonably necessary or desirable to competently represent the Complainant at the various stages of the BC Human Rights Tribunal's complaint process including formal pre-hearing events,
c) contacting witnesses including ensuring available witnesses are interviewed, witness statements are prepared where appropriate, witness statements are disclosed as required, and that lay and expert witnesses are prepared for hearing,
d) preparing evidence including undertaking reasonable additional steps as required to confirm or rebut allegations made by the parties such as by written interrogatories, in person interviews, or other fact-finding processes in preparation for the hearing,
e) assessing and ensuring that expert evidence has been commissioned, consulting and retaining experts, ensuring expert reports are delivered within the prescribed time periods and, where required, attending at examinations for discovery of the experts or other parties.
f) preparing for and attending pre-hearing motions
g) preparing documents and submissions as necessary,
h) complying with disclosure of documents, and
i) discussing settlement options with the Complainant.

2.15.3. Services during the Hearing

The Contractor will:

a) represent the Complainant at hearings before the BC Human Rights Tribunal;
b) present opening and closing statements;
c) prepare and introduce all relevant documentary evidence;
d) conduct direct and cross examination of witnesses; and
e) present all relevant legal research in support of the Complainant's case.

2.15.4 Post-Hearing Matters

The Contractor will attend to post-hearing matters, such as preparation of additional submissions as requested by the BC Human Rights Tribunal and will file orders of the BC Human Rights Tribunal with the Supreme Court of British Columbia.

2.15.5 Services Outside the Scope of Legal Advice and Representation Services

The Contractor will not represent the Complainant other than as specifically referenced in this Schedule of Services and in particular will not provide representation in:

a) an application to the Supreme Court of British Columbia to enforce a settlement agreement or an order of the BC Human Rights Tribunal;

b) judicial reviews; and

c) appellate cases.

2.15.6 Systemic Cases

The Contractor must inform the Province regarding cases the Contractor considers to be resource intensive systemic matters and must work with the Province to determine strategies for managing and addressing the resources to be allotted to such cases. In a case where there appears to be a conflict of interest with the Province, the Contractor is permitted to exercise its discretion in the allocation of resources to the case, applying the above mandatory and discretionary criteria including the above-described principle of proportionality.

2.16 LIMITATION OF WITHDRAWAL OF COMPLAINANT SERVICES

The Contractor may limit or withdraw Complainant services from a person previously found to be eligible for services, if the Contractor determines, in its sole discretion, there is a valid reason to do so. The Contractor must document why and at what stage the service was limited or withdrawn.

2.17 INFORMATION MANAGEMENT DATABASE AND REPORTING

The Contractor must:

a) maintain a comprehensive information management database with the ability to report data by month and cumulatively by fiscal year-to-date.

b) focus the reports on the following four key areas:

i. Length of time from intake to resolution;
ii. Cost per case;
iii. Complainant satisfaction with process and outcome; and
iv. Activities clearly linked to the BC Human Rights Clinic goals and objectives.

c) Include in the reports the following:

i. Background and context;
ii. Mission statement, goals and objectives;
iii. Nature of the client community;
iv. Nature of the issues that are being addressed;
v. Description of activities and measures of success; and
vi. Impact.

d) Provide other routine or special reports agreed to by the Contractor and the Province.

The Contractor will meet with the contract manager and other ministry representatives as and when required to review and discuss the service reports.

The Contractor will electronically provide the Province with quarterly service reports the first reporting period being April 1st to June 30th and the final reporting period being January 1st to March 31st in a form and manner

approved by the Province. Reports will be due 25 calendar days past the reporting period; the final fiscal year-end report is due on April 30th of each year.

PART 3. RELATED DOCUMENTATION:
Not applicable

PART 4. KEY PERSONNEL:
Not applicable

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, **$1,348,000.00** is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

1. Fees and Expenses will be disbursed over one fiscal year, Fiscal 2019-2020 (April 1, 2019 to March 31, 2020). Subject to the delivery and completion of the services described in Schedule of Services, in form and content satisfactory to the Contract Manager, the Province will make payments to the Contractor as follows:

Deliverable	Description	Amount(s)	Deliver on or before
Signed Contract	Signed Contract	$458,000.00	April 1, 2019
Service Report & Financial Report	Report 01 April 1 to June 30 3 months	$450,000.00	July 25, 2019
Service Report & Financial Report	Report 02 July 1 to Sept 30 3 months	$300,000.00	October 25, 2019
Service Report & Financial Report	Report 03 Oct 1 to Dec 31 3 months	$140,000.00	January 25, 2020
Draft financial report followed by final financial and service reports on April 30, 2020	Report 04 Jan 1 to Mar 31 3 months	N/A	March 31, 2020

2. Unless the Province has provided prior written approval to carry over year end savings, the Contractor will refund to the Province all over projected amounts of operational expenses on demand if the actual operational expenses incurred by the Contractor to perform the Services during the program year are less than projected operational funds for the program year, as set out in this Schedule or as determined in accordance with the Agreement. If the parties do not agree on the amount of the refund with 30 business days from the day of the Province's demand, the matter will be referred to binding arbitration under Paragraph 12 Dispute Resolution.

3. For clarity, reimbursements for any expenses and disbursements incurred by the Contractor required to provide the Services are included in the Maximum Amount.

4. Any costs paid to the Contractor as a result of a settlement agreement or an order for costs made by the BC Human Rights Tribunal or a court against a Respondent will not affect the payments set out in Section 1.

5. In the event this Agreement is terminated, the Contractor will be entitled to receive such pro-rated portion of any installment payments due to the Contractor. The Contractor will be entitled to no further payment or reimbursement whatsoever and will be liable to account to the Province in respect to an overpayment, provided that this section will not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.

3. EXPENSES:

Expenses:

a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Greater Vancouver, British Columbia on the same basis as the Province pays its Group II employees when they are on travel status; and

b. the Contractor's actual long-distance telephone, fax, postage and other identifiable communication expenses;

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

(a) the Contractor's legal name and address;

(b) the date of the statement;

(c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;

(d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;

(e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;

(f) a description of this Agreement to which the statement relates;

(g) a statement number for identification; and

(h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

   (a) Commercial General Liability in an amount not less than $2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must

      (i) include the Province as an additional insured,

      (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and

      (iii) include a cross liability clause.

2. All insurance described in section 1 of this Schedule must:

   (a) be primary; and

   (b) not require the sharing of any loss by any insurer of the Province.

3. The Contractor must provide the Province with evidence of all required insurance as follows:

   (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;

   (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

   (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,

   (a) "**access**" means disclosure by the provision of access;

   (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act*;

   (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

   (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act; and

   (e) "**privacy course**" means the Province's online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and

   (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

   (a) the purpose for collecting it;

   (b) the legal authority for collecting it; and

   (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.

7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.

12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

13. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

    (a) receives a foreign demand for disclosure;

    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or

    (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

    the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:

    (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and

    (b) any direction given by the Province under this Schedule.

24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.

32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Definitions

1. In this Schedule:

(a) "**Device**" means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;

(b) "**Facilities**" means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;

(c) "**Least Privilege**" means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;

(d) "**Need-to-Know**" means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;

(e) "**Personnel**" means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;

(f) "**Policies**" means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);

(g) "**Protected Information**" means any and all:

(i) "personal information" as defined in the Privacy Protection Schedule if attached;

(ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

(iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;

(h) "**Security Event Logs**" means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);

(i) "**Systems**" means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;

(j) "**Tenancy**" means those components of the Systems that:

(i) directly access and store Protected Information,

(ii) relate to Protected Information or the Province's tenancy activities, or

(iii) are customer facing and managed by the Province in its use of the Services; and

(k) "**Tenancy Security Event Logs**" means Security Event Logs that relate to Tenancy, including:

(i) log-on/log-off information about Province user activities, and

(ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

(a) verifying their identity and relevant education, professional qualifications and employment history;

(b) completing a criminal record check that is updated at least every five years;

(c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;

(d) performing any additional screening this Agreement or applicable law may require; and

(e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:

    (a) based on recognized industry standards; and

    (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures:

    (a) "Information Security Policy";

    (b) government wide IM/IT Standards; and

    (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:

    (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and

    (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

14. The Contractor must ensure that:

    (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;

    (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and

    (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.

16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:

    (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and

    (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures.

Isolation controls and logical isolation of data

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.

24. The Contactor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.

25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.

26. The Contractor must implement a formal user registration process for Personnel that includes:

    (a) verification of access levels;

    (b) creating and maintaining records of access privileges;

    (c) audit processes; and

    (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.

28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

29. The Contractor must ensure that all Systems and Devices:

    (a) are configured in alignment with industry standards;

    (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;

    (c) automatically lock the applicable account and Systems after failed logon failures;

    (d) limit the number of concurrent sessions;

    (e) prevent further access to Systems by initiating a session lock; and

    (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys,

smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

31. The Contractor must ensure that Systems for password-based authentication:

(a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

(b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;

(c) store and transmit only encrypted representations of passwords;

(d) enforce password minimum and maximum lifetime restrictions;

(e) prohibit password reuse;

(f) prevent reuse of identifiers; and

(g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:

(a) two-factor authentication for access;

(b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.

35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
(a) such additional period of time as the Province may instruct; or
(b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures, including:

    (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");

    (b) "Information Security Policy";

    (c) government wide IM/IT Standards; and

    (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

39. The Province has the rights to:

    (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;

    (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;

    (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and

    (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.

42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.

43. The Contractor must review physical access logs at least once monthly.

44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:

(a) hardening of the perimeter of the Facilities;

(b) physical separation of public and restricted spaces;

(c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;

(d) Access Control Systems (ACS) and/or Key Management processes; and

(e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:

(a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;

(b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

(c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;

(d) ensure that default passwords and shared accounts are not used for any Systems; and

(e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:

(a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;

(b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and

(c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:

(a) at such level of protection as the Province may instruct ; and

(b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

(a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

(b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and

(c) all access to the management network is strictly controlled and exclusively enforced though a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:

(a) database maintenance utilities that bypass controls are restricted and monitored;

(b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and

(c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:

(a) have antivirus and malware protection as appropriate for the particular Device active at all times;

(b) are configured to perform antivirus scans at least once per week;

(c) have host based firewall configured, enabled and active at all times; and

(d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:

(a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and

(b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.

57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.

58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.

59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:

(a) with any identified vulnerabilities remedied, before being placed into production; and

(b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:

(a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and

(b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:

(a) have antivirus and malware protection configured, active and enabled at all times;

(b) have antivirus and malware definitions updated at least once a day; and

(c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.

65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.

67. The Contractor must securely erase:

(a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

(b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.

68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:

    (a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents; and

    (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

    (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;

    (b) provide the Province with any related investigation reports, which the Contractor may sanitize first;

    (c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and

    (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

    (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;

    (b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
    (a) vulnerability scan reports of those Systems providing the Services; and
    (b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

    (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
    (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.

82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.

84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at http://www.gov.bc.ca, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

GENERAL SERVICE AGREEMENT

For Administrative Purposes Only	
Ministry Contract No.: ATJSB2115257002 *Requisition No.: N/A* *Solicitation No. (if applicable): N/A* *Commodity Code: N/A* ***Contractor Information*** *Supplier Name: Community Legal Assistance Society* *Supplier No.: 185897* *Telephone No.: (604) 685-3425* *E-mail Address: N/A* *Website: www.clasbc.net*	***Financial Information*** *Client: 105* *Responsibility Centre: 15257* *Service Line: 10290* *STOB: 8001* *Project: 1500000* ***Template version:*** *January 2, 2020*

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SCHEDULE A – SERVICES

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Part 3 - Related Documentation
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SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 1st day of April 2020.

BETWEEN:

Community Legal Assistance Society (the "Contractor") with the following specified address and fax number:

300 - 1140 West Pender Street
Vancouver, British Columbia V6E 4G1
FAX: 604-685-7611

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the **Ministry of Attorney General** (the "Province") with the following specified address and fax number:

Justice Services Branch
PO Box 9222 Stn Prov Govt
8th Floor, 1001 Douglas Street
Victoria, British Columbia V8W 9J1
FAX: 250-356-2721

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

(a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;

(b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

(c) "Material" means the Produced Material and the Received Material;

(d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;

(e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

(f) "Services" means the services described in Part 2 of Schedule A;

(g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

(h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

(a) the fees described in that Schedule;

(b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and

(c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.8 The Contractor must:

(a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and

(b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

(a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

(i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

(ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and

(iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and

(b) if the Contractor is not an individual,

(i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and

(ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

(a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and

(b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

(a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;

(b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or

(c) if it is information in any Incorporated Material.

Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

(a) Received Material that the Contractor receives from the Province; and

(b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

(a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and

(b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

(a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or

(b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

(a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and

(b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

(a) "Event of Force Majeure" means one of the following events:

(i) a natural disaster, fire, flood, storm, epidemic or power failure,

(ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,

(iii) a strike (including illegal work stoppage or slowdown) or lockout, or

(iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

(b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

(a) "Event of Default" means any of the following:

(i) an Insolvency Event,

(ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or

(iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and

(b) "Insolvency Event" means any of the following:

(i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,

(ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,

(iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,

(iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),

(v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

(vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

(a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;

(b) pursue any remedy or take any other action available to it at law or in equity; or

(c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:

(a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and

(b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

(a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

(b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and

(c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

(a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;

(b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

(c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:

(a) any person retained by the Contractor to perform obligations under this Agreement; and

(b) any person retained by a person described in paragraph (a) to perform those obligations

fully complies with this Agreement in performing the subcontracted obligations.

Waiver

13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

(a) an employee or partner of the Province; or

(b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

(a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and

(b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

(a) "includes" and "including" are not intended to be limiting;

(b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;

(c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";

(d) "attached" means attached to this Agreement when used in relation to a schedule;

(e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

(f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;

(g) "person" includes an individual, partnership, corporation or legal entity of any nature; and

(h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the __20___ day of __March_____,2020__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories): J. Mendes Signature(s) JACQUI MENDES Print Name(s) EXECUTIVE DIRECTOR Print Title(s)	SIGNED on the _20_ day of ___March_____, 20__ on behalf of the Province by its duly authorized representative: Signature Carmen Zabarauckas Print Name Executive Director Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on April 1, 2020 and ends on March 31, 2021.

PART 2. SERVICES:

2.1 BACKGROUND

The Attorney General has a statutory mandate under section 5 of the Human Rights Code (Code) to develop and conduct "a program of public education and information designed to promote an understanding of this Code." From 2003 to 2014, this program was delivered through the Ministry of Justice, the Human Rights Tribunal and the Human Rights Clinic (Clinic). The Clinic comprised three service providers: the BC Human Rights Coalition (Coalition), the Community Legal Assistance Society (CLAS), and the University of Victoria Law Centre (Law Centre). The Coalition and CLAS provided the majority of Clinic services, with the former focusing mainly on education, early resolution and advocacy services and the latter focusing mainly on legal assistance, including legal representation.

In July 2014, a review of BC's human rights services was launched with the assistance of Peter Adams, a consultant. Mr. Adams' final report identified opportunities to reduce costs. In order to implement the recommendations in Adams report, CLAS and the Coalition are working together to develop a single integrated human rights service. The single integrated service will emphasize the prevention and early resolution of human rights issues, with the priority being delivery of pubic legal education and information (PLEI) services and early resolution services. The resources dedicated to the provision of legal advice and representation services, particularly in judicial reviews and in the appellate courts, will be reduced. In keeping with the Adams report recommendations, the single integrated service will enable a cost-effective allocation of staff resources, while maintaining service integrity. Proportionality principles will govern the delivery of all services - in other words, the amount of process and resources used to resolve a case will be proportionate to the monetary value, complexity and importance of the case.

2.2 DEFINITIONS

In this Agreement and its Schedules, unless the context otherwise requires:

(a) "***BC Human Rights Clinic***" means the program title that the Contractor must use when providing the Services under this Agreement;

(b) "***BC Human Rights Tribunal***" means the tribunal created under the Human Rights Code;

(c) "***CLAS***" means the Community Legal Assistance Society;

(d) "***Client***" means a person who has filed a Complaint and who the Contractor has determined is eligible to receive client services in accordance with the Schedule of Services;

(e) "***Collaborate***" means active participation, open sharing of information, creative problem solving, and development of options;

(f) "***Commercial Arbitration Act***" means the Commercial Arbitration Act, R.S.B.C. 1996, c.55;

(g) "***Complainant***" means a person who has filed or wishes to file a complaint under the Human Rights Code;

(h) "***Complaint***" means a complaint that has been filed under the Human Rights Code;

(i) "***Eligible Costs***" means the costs identified in as those necessarily incurred by the Contractor in order to deliver the Services set out in Schedule A – Services;

(j) "***Financial Administration Act***' means the Financial Administration Act, R.S.B.C. 1996, c.138;

(k) "***Human Rights Code***" means the Human Rights Code, R.S.B.C. 1996, c. 210;

(l) "***Incorporated Material***" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

(m) "***Material***" means the Produced Material and the Received Material;

(n) "***Produced Material***" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;

(o) "***Received Material***" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

(p) "***Respondent***" means a person who is, or may be, named as a respondent in a Complaint

(q) "***Services***" means the services described in Schedule A – Services;

(r) "***Term***" means the period referred to in Part 1 of Schedule A.

2.3 REVIEW OF AGREEMENT

(a) The parties agree to meet on a quarterly basis each year during the Term of the Agreement to review the terms of the Agreement, in particular those relating to the Services, including case loads and costs of providing the Services.

(b) For the purposes of 2.3 (a), subject to solicitor-client privilege, and upon the Province's reasonable request, the Contractor must provide data, information, or reports, in a form and at the times satisfactory to the Province.

2.4 CONTRACTOR'S OBLIGATIONS

(a) The Contractor will provide the Services under the program title BC Human Rights Clinic and will use this title in all material, correspondence, communications, and in any dealings with the public and Respondents and Complainants related to the delivery of the Services.

(b) Without limiting 2.4 (a), the Contractor will ensure that any of the employees, contractors, or pro bono lawyers it retains to represent Complainants, will maintain throughout the Term of this Agreement:

i. all certifications and licenses necessary to practice law and qualify as legal counsel in British Columbia;
ii. at least the minimum professional liability insurance coverage that is required from time to time for a barrister and solicitor in the private practice in the Province of British Columbia in order to obtain the aforesaid certifications and licences; and

The Contractor will, at the request of the Province, provide evidence satisfactory to the Province that the Contractor and all personnel engaged by the Contractor hold or have been issued all required licences, certificates and memberships and that they are valid and subsisting and in good standing.

(c) The Contractor will participate in any evaluation or review of the delivery of the Services as required by the Province.

(d) The Contractor will not commit or purport to commit the Province to pay any money unless specifically authorized by this Agreement.

(e) The Contractor will implement an internal complaint process approved by the Province to respond to complaints by Complainants about the client services referred to in the Schedule of Services.

(f) The Contractor must exhaust all other sources of funding it has or may receive for delivering Services similar to those outlined in the Schedule of Services, prior to seeking payment under this Agreement.

2.5 RECORDS AND REPORTS

(a) In connection with the provision of the Services the Contractor will:

i. keep records of all dates and hours of service provided by lawyers;

ii. keep books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same;

iii. keep books of account and supporting documents relating to the number of employees, and the classification, wages and benefits provided to these employees;

iv. keep and maintain all records and files, including Client files, in accordance with the requirements of the Law Society of British Columbia; and

v. subject to solicitor-client privilege, permit the Province at all reasonable times to inspect such records, files and any other documents that relate to the provision of the Services for the purposes of copying or auditing the same.

(b) In addition to the information or reports required pursuant to this Schedule, the Contractor will:

i. subject to solicitor-client privilege, on request, fully inform the Province of work done and to be done by or for the Contractor in connection with the provision of the Services;

ii. provide quarterly financial reports in a form satisfactory to the Province with the first reporting period being April 1, 2020 to June 30, 2020;

iii. provide quarterly service reports in a form satisfactory to the Province; and

iv. provide the Province with the Contractor's year end service report by April 30, 2021, and a copy of the Contractor's annual audited financial report relating to the term of the contract.

(c) The Contractor consents to the Province sharing, to the extent it is legally able to do so, with CLAS any information received by the Province from the Contractor that relates to the delivery of the Services.

2.6 CONTRACTOR'S OTHER WORK

Nothing in this Agreement will affect the entitlement of the Contractor to bring any kind of legal action against the Province and/or the BC Human Rights Tribunal that might arise in the ordinary course of its business of assisting clients, in any of the programs it operates.

2.7 FILE MANAGEMENT ON EXPIRY OR TERMINATION OF AGREEMENT

(a) On expiry or termination of this Agreement, the Contractor will forthwith deliver all administrative records that are not described in paragraphs 2.7 (b) or 2.7 (c) and that are related to the provision of the Services to such person and at such place as the Province may direct.

(b) On expiry or termination of this Agreement, the Contractor will retain and dispose of all closed Complainants' files in accordance with the rules of the Law Society of British Columbia.

(c) On expiry or termination of this Agreement, the Contractor will take instructions from the Complainant with respect to his or her open Complainant file whether to:

i. deliver the file to the Complainant;

ii. if the Contractor is agreeable, continue to have conduct of the Complainant's file without provincial funding; or

iii. deliver the Complainant's file to another person or agency as arranged by the Province.

(d) On expiry or termination of this Agreement, in addition to the obligations in paragraphs 16.01 to 16.03, the Contractor and the Province may develop a negotiated withdrawal of Services plan which may include adjustments to the Services and provisions for the secure storage or retention of files which are subject to solicitor-client privilege in addition to any other provisions which may be required for the orderly withdrawal or ending of the Services.

2.8 PUBLIC LEGAL EDUCATION AND INFORMATION

The Contractor must make public legal education and information related to human rights issues and services accessible to people throughout BC. Public legal education and information must be available by telephone, online or in person.

The Contractor must:

a) Maintain a telephone enquiry line accessible to all people within BC during business hours on business days that meets the following requirements:
    i. provides an initial call-back within three business days;
    ii. provides basic information regarding the Human Rights Code, including how to be protected from discrimination, whether the Code may apply to a particular complaint, and how the BC Human Rights Tribunal process works;
    iii. Refers callers who have had their complaint accepted by the BC Human Rights Tribunal to the intake team for an initial evaluation to determine if further eligibility and contact is necessary and to give appropriate information; and
    iv. provides appropriate service options and referrals including the availability of the Drop In and Triage Clinic if appropriate.
b) Maintain a human rights website with content approved by the Province.
c) Provide a minimum of 15 in-person public legal education and information sessions. These may include participation in community programs that promote the purposes of the Code and public events on behalf of the BC Human Rights Clinic.
d) Provide education sessions based on demand, where possible on a cost recovery basis, to employers, service providers, labour representatives and other interested groups (collectively the "Education Groups") throughout British Columbia, including sessions designed to teach the Education Groups techniques for early resolution of human rights disputes. All cost recovery is to be reported as income in the quarterly financial reports (Schedule of Payments) and any amount in excess of cost recovery shall form part of any surplus returned to the Province as outlined in Section 4.0.
e) Prepare any necessary education materials required to deliver public information sessions and education sessions in consultation with the Province and the Human Rights Tribunal.

2.9 DROP IN AND TRIAGE CLINIC

At least one day per week in which there are no statutory holidays, the Contractor must operate a free public drop-in and triage clinic in Vancouver that will:

a) conduct an initial evaluation, provide appropriate education and information to the public seeking human rights information;
b) provide information on options available to resolve human rights issues including early dispute resolution alternatives;
c) provide referrals or recommend service alternatives as appropriate;
d) assist individuals in completing BC Human Rights Tribunal complaint forms;
e) using a multi-disciplinary approach, have, at a minimum, the following staff/positions available during clinic hours, where possible: one advocate and one legal administrative assistant; and
f) subject to resource availability and at the discretion of the Contractor, provide direct access to lawyers that will give limited legal advice respecting straightforward legal issues, including issues in relation to execution of settlement agreements and releases.

2.10 ONLINE SERVICE STRATEGY

Consistent with administrative justice principles and modern service delivery principles, the Contractor is to work with the Province in developing an online service strategy. The strategy is to include identifying opportunities and tools that will enhance user access through technology and shift service models away from in-person services.

2.11 DETERMINE ELIGIBILITY FOR COMPLAINANT SERVICES

The Contractor will provide Complainant services to individuals residing in BC who require assistance to access the complaint process of the BC Human Rights Tribunal. Complainant services include intake, settlement and resolution, and legal advice and representation services as described below. Eligibility for Complainant services must be determined in accordance with the following:

Mandatory criteria:

a) the individual has filed a Complaint which has been accepted by the BC Human Rights Tribunal for filing;
b) the individual has revealed what appears to be a case of discrimination on its face; and
c) the individual is unable to obtain assistance from other sources, such as a private lawyer or other agencies that provide legal services without charge or at a significantly reduced rate, including a union, community agency, or professional association.

In addition to the mandatory criteria the Contractor must consider whether:

a) the individual meets the income screening guidelines set out below. No substantiating documentation of income is required. The Contractor may use its discretion to determine which point in time will reasonably be used for this income screening (e.g. either before or after a recent job loss that might be the subject of the said human rights complaint). If it becomes evident while providing Complainant services that the individual reported inaccurate income and was not eligible for service, the Contractor must refer the client to another service instead of proceeding with services. The inaccuracy must be noted in the client file. If the person returns for service at a later time, the discrepancy must be discussed, and the person asked to provide proof of income before receiving service.

Number of Household Members[1]	**Annual Net Household Income[2,3]**
4 or fewer	$40,800
5	$47,300
6	$54,600
7 or more	$61,900

(1) Family members include children and parent(s) or other adults responsible for and living with the children.
(2) Household income usually includes all money or benefits earned or received by adult family members who are living together.
(3) Income is the person's net annual income from all sources.

b) the individual is unable to represent him/herself due to diminished capacity or other physical, mental or socio-economic limitations affecting their ability do so;
c) the individual has applied for assistance in a timely manner;
d) the individual has filed an application, in a form satisfactory to the Province, with the Contractor;
e) the individual is willing to sign a retainer letter;
f) the merits of the case and the likelihood that the Complainant will succeed;
g) the availability of alternative processes that may reasonably address the issues raised in the complaint;

h) the nature of the issues raised by the complaint, including whether the complaint is likely to benefit more than one person and raises important issues of law, the resolution of which would advance the purposes of the Code; and
i) the availability of the Contractor's (and other) resources to provide the Complainant services.

2.12 COMPLAINANT SERVICES

Services are to be delivered to Complainants in the following priority:

a) First priority: Complainants unable to represent themselves due to diminished capacity or other limitations affecting their ability to do so who are of modest means according to the above income screening guidelines.
b) Second priority: Complainants who are of modest means according to the above income amounts.
c) Third priority: Subject to resources and available funding, provide services to Complainants who do not fit in the first two priority categories.

After assessing eligibility under Section 2.11 above, determining the level of priority and using a multi-disciplinary approach, the Contractor must provide the following types of services.

2.13 INTAKE SERVICES

The Contractor must provide the following intake services:

a) interview the Complainant to obtain a thorough overview of the issues raised in the complaint;
b) apply standard human rights law and principles to analyse the facts as represented and advise on options in addition to a human rights complaint for responding to the issues, including filing a grievance under a collective agreement or dealing with the matter under another process;
c) determine and advise if a request should be made to the BC Human Rights Tribunal to defer the processing of the complaint;
d) determine and advise if the complaint form should be amended; and
e) determine the most cost-effective way to address the issue while maintaining service integrity and using the principles of proportionality.

2.14 SETTLEMENT AND RESOLUTION SERVICES FOR ELIGIBLE COMPLAINANTS

The Contractor must provide the following settlement and resolution services throughout the complaint process by:

a) explaining to Complainants how settlement processes (including mediation) work, and what is expected of the Complainant and of the other parties;
b) reviewing factual elements of the potential terms of settlement and instructing the Complainant to assemble any reasonably expected documents such as income tax returns or pay stubs;
c) explaining to the Complainant what the legal basis for remedy in human rights law is, assessing proposals for settlement and advising on the reasonableness and appropriateness of settlement proposals;
d) attending mediation or other resolution proceedings with the Complainant;
e) preparing submissions or documents as requested by a mediator or chair of an early resolution proceedings; and

f) in the event of a settlement, assisting the Complainant with post-settlement requirements, such as finalizing the settlement agreement, obtaining releases, and dismissing or discontinuing the proceedings before the BC Human Rights Tribunal.

2.15 LEGAL ADVICE AND REPRESENTATION SERVICES

The Contractor may only provide legal representation if all available options to reach an appropriate settlement have been utilized.

The Contractor may provide legal advice and representation services to eligible Complainants. These services shall be delivered by appropriate persons, including lawyers who have the requisite degree of competence; or by persons legally authorized to provide such services.

Legal advice and representation services include the following:

2.15.1 Preliminary Applications

The Contractor will:

a) determine if preliminary applications, such as applications to compel the production of documents or to amend complaint forms, are required and take the required measures to obtain said applications; and
b) respond to any pre-hearing applications filed by another party to the complaint including applications to dismiss the complaint on a preliminary basis.

2.15.2 Pre-Hearing Preparation

The Contractor will deliver hearing preparation services including the following:

a) undertaking all preparation incidental to preparing for a hearing before the BC Human Rights Tribunal including carrying out correspondence, reviewing the Complaints filed and meeting with the Complainant,
b) undertaking all legal and evidentiary research reasonably necessary or desirable to competently represent the Complainant at the various stages of the BC Human Rights Tribunal's complaint process including formal pre-hearing events,
c) contacting witnesses including ensuring available witnesses are interviewed, witness statements are prepared where appropriate, witness statements are disclosed as required, and that lay and expert witnesses are prepared for hearing,
d) preparing evidence including undertaking reasonable additional steps as required to confirm or rebut allegations made by the parties such as by written interrogatories, in person interviews, or other fact-finding processes in preparation for the hearing,
e) assessing and ensuring that expert evidence has been commissioned, consulting and retaining experts, ensuring expert reports are delivered within the prescribed time periods and, where required, attending at examinations for discovery of the experts or other parties.
f) preparing for and attending pre-hearing motions
g) preparing documents and submissions as necessary,
h) complying with disclosure of documents, and
i) discussing settlement options with the Complainant.

2.15.3. Services during the Hearing

The Contractor will:

a) represent the Complainant at hearings before the BC Human Rights Tribunal;
b) present opening and closing statements;
c) prepare and introduce all relevant documentary evidence;
d) conduct direct and cross examination of witnesses; and
e) present all relevant legal research in support of the Complainant's case.

2.15.4 Post-Hearing Matters

The Contractor will attend to post-hearing matters, such as preparation of additional submissions as requested by the BC Human Rights Tribunal and will file orders of the BC Human Rights Tribunal with the Supreme Court of British Columbia.

2.15.5 Services Outside the Scope of Legal Advice and Representation Services

The Contractor will not represent the Complainant other than as specifically referenced in this Schedule of Services and in particular will not provide representation in:

a) an application to the Supreme Court of British Columbia to enforce a settlement agreement or an order of the BC Human Rights Tribunal;

b) judicial reviews; and

c) appellate cases.

2.15.6 Systemic Cases

The Contractor must inform the Province regarding cases the Contractor considers to be resource intensive systemic matters and must work with the Province to determine strategies for managing and addressing the resources to be allotted to such cases. In a case where there appears to be a conflict of interest with the Province, the Contractor is permitted to exercise its discretion in the allocation of resources to the case, applying the above mandatory and discretionary criteria including the above-described principle of proportionality.

2.16 LIMITATION OF WITHDRAWAL OF COMPLAINANT SERVICES

The Contractor may limit or withdraw Complainant services from a person previously found to be eligible for services, if the Contractor determines, in its sole discretion, there is a valid reason to do so. The Contractor must document why and at what stage the service was limited or withdrawn.

2.17 INFORMATION MANAGEMENT DATABASE AND REPORTING

The Contractor must:

a) maintain a comprehensive information management database with the ability to report data by month and cumulatively by fiscal year-to-date.

b) focus the reports on the following four key areas:

i. Length of time from intake to resolution;

ii. Cost per case;
iii. Complainant satisfaction with process and outcome; and
iv. Activities clearly linked to the BC Human Rights Clinic goals and objectives.

c) Include in the reports the following:

i. Background and context;
ii. Mission statement, goals and objectives;
iii. Nature of the client community;
iv. Nature of the issues that are being addressed;
v. Description of activities and measures of success; and
vi. Impact.

d) Provide other routine or special reports agreed to by the Contractor and the Province.

The Contractor will meet with the contract manager and other ministry representatives as and when required to review and discuss the service reports.

The Contractor will electronically provide the Province with quarterly service reports the first reporting period being April 1st to June 30th and the final reporting period being January 1st to March 31st in a form and manner approved by the Province. Reports will be due 25 calendar days past the reporting period; the final fiscal year-end report is due on April 30th of each year.

PART 3. RELATED DOCUMENTATION:
Not applicable.

PART 4. KEY PERSONNEL:
Not applicable.

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, **$1,348,000.00** is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

1. Fees and Expenses will be disbursed over one fiscal year, Fiscal 2020-2021 (April 1, 2020 to March 31, 2021). Subject to the delivery and completion of the services described in Schedule of Services, in form and content satisfactory to the Contract Manager, the Province will make payments to the Contractor as follows:

Deliverable	Description	Amount(s)	Deliver on or before
Signed Contract	Signed Contract	$458,000.00	April 1, 2020
Service Report & Financial Report	Report 01 April 1 to June 30 3 months	$450,000.00	July 25, 2020
Service Report & Financial Report	Report 02 July 1 to Sept 30 3 months	$300,000.00	October 25, 2020
Service Report & Financial Report	Report 03 Oct 1 to Dec 31 3 months	$140,000.00	January 25, 2021
Draft financial report followed by final financial and service reports on April 30, 2021	Report 04 Jan 1 to Mar 31 3 months	N/A	March 31, 2021

2. Unless the Province has provided prior written approval to carry over year end savings, the Contractor will refund to the Province all over projected amounts of operational expenses on demand if the actual operational expenses incurred by the Contractor to perform the Services during the program year are less than projected operational funds for the program year, as set out in this Schedule or as determined in accordance with the Agreement. If the parties do not agree on the amount of the refund with 30 business days from the day of the Province's demand, the matter will be referred to binding arbitration under Paragraph 12 Dispute Resolution.

3. For clarity, reimbursements for any expenses and disbursements incurred by the Contractor required to provide the Services are included in the Maximum Amount.

4. Any costs paid to the Contractor as a result of a settlement agreement or an order for costs made by the BC Human Rights Tribunal or a court against a Respondent will not affect the payments set out in Section 1.

5. In the event this Agreement is terminated, the Contractor will be entitled to receive such pro-rated portion of any installment payments due to the Contractor. The Contractor will be entitled to no further payment or reimbursement whatsoever and will be liable to account to the Province in respect to an overpayment,

provided that this section will not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.

3. EXPENSES:

Expenses:

a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Greater Vancouver, British Columbia on the same basis as the Province pays its Group II employees when they are on travel status; and

b. the Contractor's actual long-distance telephone, fax, postage and other identifiable communication expenses;

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

(a) the Contractor's legal name and address;

(b) the date of the statement;

(c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;

(d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;

(e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;

(f) a description of this Agreement to which the statement relates;

(g) a statement number for identification; and

(h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

   (a) Commercial General Liability in an amount not less than $2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must

      (i) include the Province as an additional insured,

      (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and

      (iii) include a cross liability clause.

2. All insurance described in section 1 of this Schedule must:

   (a) be primary; and

   (b) not require the sharing of any loss by any insurer of the Province.

3. The Contractor must provide the Province with evidence of all required insurance as follows:

   (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;

   (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

   (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,

   (a) "**access**" means disclosure by the provision of access;

   (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act*;

   (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

   (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act; and

   (e) "**privacy course**" means the Province's online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and

   (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

   (a) the purpose for collecting it;

   (b) the legal authority for collecting it; and

   (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.

7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.

12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

13. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

    (a) receives a foreign demand for disclosure;

    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or

    (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

    the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:

    (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and

    (b) any direction given by the Province under this Schedule.

24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.

32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not applicable.

Schedule G – Security Schedule

Definitions

1. In this Schedule:

(a) "**Device**" means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;

(b) "**Facilities**" means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;

(c) "**Least Privilege**" means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;

(d) "**Need-to-Know**" means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;

(e) "**Personnel**" means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;

(f) "**Policies**" means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);

(g) "**Protected Information**" means any and all:

(i) "personal information" as defined in the Privacy Protection Schedule if attached;

(ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

(iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;

(h) "**Security Event Logs**" means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);

(i) "**Systems**" means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;

(j) "**Tenancy**" means those components of the Systems that:

(i) directly access and store Protected Information,

(ii) relate to Protected Information or the Province's tenancy activities, or

(iii) are customer facing and managed by the Province in its use of the Services; and

(k) "**Tenancy Security Event Logs**" means Security Event Logs that relate to Tenancy, including:

(i) log-on/log-off information about Province user activities, and

(ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

(a) verifying their identity and relevant education, professional qualifications and employment history;

(b) completing a criminal record check that is updated at least every five years;

(c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;

(d) performing any additional screening this Agreement or applicable law may require; and

(e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:

    (a) based on recognized industry standards; and

    (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures:

    (a) "Information Security Policy";

    (b) government wide IM/IT Standards; and

    (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:

(a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and

(b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

14. The Contractor must ensure that:

(a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;

(b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and

(c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.

16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:

(a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and

(b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures.

Isolation controls and logical isolation of data

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.

24. The Contactor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.

25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.

26. The Contractor must implement a formal user registration process for Personnel that includes:

    (a) verification of access levels;

    (b) creating and maintaining records of access privileges;

    (c) audit processes; and

    (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.

28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

29. The Contractor must ensure that all Systems and Devices:

    (a) are configured in alignment with industry standards;

    (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;

    (c) automatically lock the applicable account and Systems after failed logon failures;

    (d) limit the number of concurrent sessions;

    (e) prevent further access to Systems by initiating a session lock; and

(f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

31. The Contractor must ensure that Systems for password-based authentication:

(a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

(b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;

(c) store and transmit only encrypted representations of passwords;

(d) enforce password minimum and maximum lifetime restrictions;

(e) prohibit password reuse;

(f) prevent reuse of identifiers; and

(g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:

(a) two-factor authentication for access;

(b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.

35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
(a) such additional period of time as the Province may instruct; or

(b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures, including:

(a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");

(b) "Information Security Policy";

(c) government wide IM/IT Standards; and

(d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

39. The Province has the rights to:

(a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;

(b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;

(c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and

(d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable

to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.

42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.

43. The Contractor must review physical access logs at least once monthly.

44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:

    (a) hardening of the perimeter of the Facilities;

    (b) physical separation of public and restricted spaces;

    (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;

    (d) Access Control Systems (ACS) and/or Key Management processes; and

    (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:

    (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;

    (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

    (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;

(d) ensure that default passwords and shared accounts are not used for any Systems; and

(e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:

(a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;

(b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and

(c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:

(a) at such level of protection as the Province may instruct ; and

(b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

(a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

(b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and

(c) all access to the management network is strictly controlled and exclusively enforced though a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:

(a) database maintenance utilities that bypass controls are restricted and monitored;

(b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and

(c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:

(a) have antivirus and malware protection as appropriate for the particular Device active at all times;

(b) are configured to perform antivirus scans at least once per week;

(c) have host based firewall configured, enabled and active at all times; and

(d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:

(a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and

(b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.

57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.

58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.

59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:

(a) with any identified vulnerabilities remedied, before being placed into production; and

(b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:

(a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and

(b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:

(a) have antivirus and malware protection configured, active and enabled at all times;

(b) have antivirus and malware definitions updated at least once a day; and

(c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.

65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.

67. The Contractor must securely erase:

(a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

(b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.

68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:

(a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents; and

(b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

(a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;

(b) provide the Province with any related investigation reports, which the Contractor may sanitize first;

(c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and

(d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

(a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;

(b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
(a) vulnerability scan reports of those Systems providing the Services; and
(b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

(a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
(b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.

82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.

84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at http://www.gov.bc.ca, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule H – Tax Verification Schedule

[Schedule H must be attached to the Agreement unless one or more of the following applies:

- *the value of the Agreement (including but not limited to all anticipated fees and expenses) is less than $100,000, including any options to extend or renew;*
- *the Agreement is being entered into in response to an unforeseen emergency;*
- *the Agreement is being directly awarded on the basis that the Contractor is the only one vendor qualified to provide the goods, services or construction.*

No modifications may be made to the definition of 'Tax Verification Letter' in this Schedule without the authorization of the Income Taxation Branch, Revenue Division of the Ministry of Finance. The Ministry of Finance authorizes other modifications to be made to this Schedule if appropriate for the applicable contract, but only if the Province's legal counsel has drafted or advised on the modifications.

*If not required, all of Schedule H can be deleted and "***Not applicable***" inserted under the heading above.*

Contact the Income Taxation Branch, Revenue Division, Ministry of Finance for additional guidance on the tax verification requirement.

All bracketed instructions in red must be deleted.]

1. In this Schedule:

   a) "**Tax Verification Letter**" means a letter issued by the Province of British Columbia's Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and

   b) "**Valid"** means that the Tax Verification Letter's period of validity, as indicated on the Tax Verification Letter, has not ended.

2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.

3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

GENERAL SERVICE AGREEMENT

For Administrative Purposes Only	
Ministry Contract No.: ATJSB2315257002 *Requisition No.: N/A* *Solicitation No.(if applicable): N/A* *Commodity Code: N/A* ***Contractor Information*** *Supplier Name: Community Legal Assistance Society* *Supplier No.: 185897* *Telephone No.: (604) 685-3425* *E-mail Address: JMendes@clasbc.net* *Website: www.clasbc.net*	***Financial Information*** *Client: 105* *Responsibility Centre: 15257* *Service Line: 10290* *STOB: 8001* *Project: 1500000* ***Template version:*** *February 22, 2022*

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SCHEDULE A – SERVICES

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SCHEDULE G – SECURITY SCHEDULE

SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 1st day of April, 2022.

BETWEEN:

Community Legal Assistance Society (the "Contractor") with the following specified address and fax number:

300 - 1140 West Pender Street
Vancouver, British Columbia V6E 4G1
FAX: 604-685-7611

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the **Ministry of Attorney General** (the "Province") with the following specified address and fax number:

Justice Services Branch
PO Box 9222 Stn Prov Govt
8th Floor, 1001 Douglas Street
Victoria, British Columbia V8W 9J1
FAX: 250-356-2721

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

(a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;

(b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

(c) "Material" means the Produced Material and the Received Material;

(d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;

(e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

(f) "Services" means the services described in Part 2 of Schedule A;

(g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

(h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws and policies

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

(a) the fees described in that Schedule;

(b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and

(c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.8 The Contractor must:

(a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and

(b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

(a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

(i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

(ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and

(iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and

(b) if the Contractor is not an individual,

(i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and

(ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

(a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and

(b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

(a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;

(b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or

(c) if it is information in any Incorporated Material.

Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

(a) Received Material that the Contractor receives from the Province; and

(b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

(a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and

(b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

(a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or

(b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

(a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and

(b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

(a) "Event of Force Majeure" means one of the following events:

(i) a natural disaster, fire, flood, storm, epidemic or power failure,

(ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,

(iii) a strike (including illegal work stoppage or slowdown) or lockout, or

(iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

(b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

(a) "Event of Default" means any of the following:

(i) an Insolvency Event,

(ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or

(iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and

(b) "Insolvency Event" means any of the following:

(i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,

(ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,

(iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,

(iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),

(v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

(vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

(a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;

(b) pursue any remedy or take any other action available to it at law or in equity; or

(c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:

(a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and

(b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

(a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

(b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and

(c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:

(i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;

(ii) there will be a single arbitrator; and

(iii) British Columbia law is the applicable law.

Location of arbitration or mediation

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

(a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;

(b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

(c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:

(a) any person retained by the Contractor to perform obligations under this Agreement; and

(b) any person retained by a person described in paragraph (a) to perform those obligations

fully complies with this Agreement in performing the subcontracted obligations.

Waiver

13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

(a) an employee or partner of the Province; or

(b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

(a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and

(b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

(a) "includes" and "including" are not intended to be limiting;

(b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;

(c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";

(d) "attached" means attached to this Agreement when used in relation to a schedule;

(e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

(f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;

(g) "person" includes an individual, partnership, corporation or legal entity of any nature; and

(h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the __11th___ day of ____March_____, 2022_ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories): J. Mendes Signature(s) Jacqui Mendes Print Name(s) Executive Director Print Title(s)	SIGNED on the 11th day of March, 2022 on behalf of the Province by its duly authorized representative: ZKemler Signature Zac Kremler Print Name A/Executive Director Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on April 1, 2022 and ends on March 31, 2023.
2. The Province will have the option, at its sole discretion, to extend this Agreement on the same terms and conditions for up to two (2) additional one (1) year periods following the expiry of this Agreement.

PART 2. SERVICES:

2.1 BACKGROUND

The Community Legal Assistance Society (CLAS) through its BC Human Rights Clinic (Clinic) provides information, education, early resolution, advocacy services and legal assistance, including legal representation to people with human rights complaints in British Columbia.

Clinic services emphasize the prevention and early resolution of human rights issues, with the priority being delivery of public legal education and information (PLEI) services and early resolution services. The Clinic provides legal advice and representation services to people who meet the eligibility criteria outlined in Section 2.11 of this agreement. , Proportionality principles govern the delivery of all services - in other words, the amount of process and resources used to resolve a case will be proportionate to the monetary value, complexity and
importance of the case.

2.2 DEFINITIONS

In this Agreement and its Schedules, unless the context otherwise requires:

(a) "***Arbitration Act***" means the Arbitration Act, S.B.C. 2020, c.2;

(b) "***BC Human Rights Clinic***" means the program title that the Contractor must use when providing the Services under this Agreement;

(c) "***BC Human Rights Tribunal***" means the tribunal created under the Human Rights Code;

(d) "***CLAS***" means the Community Legal Assistance Society;

(e) "***Client***" means a person who has filed a Complaint and who the Contractor has determined is eligible to receive client services in accordance with the Schedule of Services;

(f) "***Collaborate***" means active participation, open sharing of information, creative problem solving, and development of options;

(g) "***Complainant***" means a person who has filed or wishes to file a complaint under the Human Rights Code;

(h) "***Complaint***" means a complaint that has been filed under the Human Rights Code;

(i) "***Eligible Costs***" means the costs identified in as those necessarily incurred by the Contractor in order to deliver the Services set out in Schedule A – Services;

(j) "***Financial Administration Act***' means the Financial Administration Act, R.S.B.C. 1996, c.138;

(k) "***Human Rights Code***" means the Human Rights Code, R.S.B.C. 1996, c. 210;

(l) "***Incorporated Material***" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

(m) "***Material***" means the Produced Material and the Received Material;

(n) "***Produced Material***" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;

(o) "***Received Material***" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

(p) "***Respondent***" means a person who is, or may be, named as a respondent in a Complaint

(q) "***Services***" means the services described in Schedule A – Services;

(r) "***Term***" means the period referred to in Part 1 of Schedule A.

2.3 REVIEW OF AGREEMENT

(a) The parties agree to meet on a quarterly basis each year during the Term of the Agreement to review the terms of the Agreement, in particular those relating to the Services, including case loads and costs of providing the Services.

(b) For the purposes of 2.3 (a), subject to solicitor-client privilege, and upon the Province's reasonable request, the Contractor must provide data, information, or reports, in a form and at the times satisfactory to the Province.

2.4 CONTRACTOR'S OBLIGATIONS

(a) The Contractor will provide the Services under the program title BC Human Rights Clinic and will use this title in all material, correspondence, communications, and in any dealings with the public and Respondents and Complainants related to the delivery of the Services.

(b) Without limiting 2.4 (a), the Contractor will ensure that any of the employees, contractors, or pro bono lawyers it retains to represent Complainants, will maintain throughout the Term of this Agreement:

i. all certifications and licenses necessary to practice law and qualify as legal counsel in British Columbia;

ii. at least the minimum professional liability insurance coverage that is required from time to time for a barrister and solicitor in the private practice in the Province of British Columbia in order to obtain the aforesaid certifications and licences; and

The Contractor will, at the request of the Province, provide evidence satisfactory to the Province that the Contractor and all personnel engaged by the Contractor hold or have been issued all required licences, certificates and memberships and that they are valid and subsisting and in good standing.

(c) The Contractor will participate in any evaluation or review of the delivery of the Services as required by the Province.

(d) The Contractor will not commit or purport to commit the Province to pay any money unless specifically authorized by this Agreement.

(e) The Contractor will implement an internal complaint process approved by the Province to respond to complaints by Complainants about the client services referred to in the Schedule of Services.

(f) The Contractor must exhaust all other sources of funding it has or may receive for delivering Services similar to those outlined in the Schedule of Services, prior to seeking payment under this Agreement.

2.5 RECORDS AND REPORTS

(a) In connection with the provision of the Services the Contractor will:

i. keep records of all dates and hours of service provided by lawyers;

ii. keep books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same;

iii. keep books of account and supporting documents relating to the number of employees, and the classification, wages and benefits provided to these employees;

iv. keep and maintain all records and files, including Client files, in accordance with the requirements of the Law Society of British Columbia; and

v. subject to solicitor-client privilege, permit the Province at all reasonable times to inspect such records, files and any other documents that relate to the provision of the Services for the purposes of copying or auditing the same.

(b) In addition to the information or reports required pursuant to this Schedule, the Contractor will:

i. subject to solicitor-client privilege, on request, fully inform the Province of work done and to be done by or for the Contractor in connection with the provision of the Services;

ii. provide quarterly financial reports in a form satisfactory to the Province with the first reporting period being April 1, 2022 to June 30, 2022;

iii. provide quarterly service reports in a form satisfactory to the Province; and

iv. provide the Province with the Contractor's year end service report by April 30, 2023, and a copy of the Contractor's annual audited financial report relating to the term of the contract.

(c) The Contractor consents to the Province sharing, to the extent it is legally able to do so, with CLAS any information received by the Province from the Contractor that relates to the delivery of the Services.

2.6 CONTRACTOR'S OTHER WORK

Nothing in this Agreement will affect the entitlement of the Contractor to bring any kind of legal action against the Province and/or the BC Human Rights Tribunal that might arise in the ordinary course of its business of assisting clients, in any of the programs it operates.

2.7 FILE MANAGEMENT ON EXPIRY OR TERMINATION OF AGREEMENT

(a) On expiry or termination of this Agreement, the Contractor will forthwith deliver all administrative records that are not described in paragraphs 2.7 (b) or 2.7 (c) and that are related to the provision of the Services to such person and at such place as the Province may direct.

(b) On expiry or termination of this Agreement, the Contractor will retain and dispose of all closed Complainants' files in accordance with the rules of the Law Society of British Columbia.

(c) On expiry or termination of this Agreement, the Contractor will take instructions from the Complainant with respect to his or her open Complainant file whether to:

i. deliver the file to the Complainant;

ii. if the Contractor is agreeable, continue to have conduct of the Complainant's file without provincial funding; or

iii. deliver the Complainant's file to another person or agency as arranged by the Province.

(d) On expiry or termination of this Agreement, in addition to the obligations in paragraphs 16.01 to 16.03, the Contractor and the Province may develop a negotiated withdrawal of Services plan which may include adjustments to the Services and provisions for the secure storage or retention of files which are subject to solicitor-client privilege in addition to any other provisions which may be required for the orderly withdrawal or ending of the Services.

2.8 PUBLIC LEGAL EDUCATION AND INFORMATION

The Contractor must make public legal education and information related to human rights issues and services accessible to people throughout BC. Public legal education and information must be available by telephone, online or in person.

The Contractor must:

a) Maintain a telephone enquiry line accessible to all people within BC during business hours on business days that meets the following requirements:
   i. provides an initial call-back within three business days;
   ii. provides basic information regarding the Human Rights Code, including how to be protected from discrimination, whether the Code may apply to a particular complaint, and how the BC Human Rights Tribunal process works;

iii. Refers callers who have had their complaint accepted by the BC Human Rights Tribunal to the intake team for an initial evaluation to determine if further eligibility and contact is necessary and to give appropriate information; and
iv. provides appropriate service options and referrals including the availability of the Drop In and Triage Clinic if appropriate.

b) Maintain a human rights website with content approved by the Province.
c) Provide a minimum of 15 public legal education and information sessions. These may include participation in community programs that promote the purposes of the Code and public events on behalf of the BC Human Rights Clinic.
d) Provide education sessions based on demand, where possible on a cost recovery basis, to employers, service providers, labour representatives and other interested groups (collectively the "Education Groups") throughout British Columbia, including sessions designed to teach the Education Groups techniques for early resolution of human rights disputes. All cost recovery is to be reported as income in the quarterly financial reports (Schedule of Payments) and any amount in excess of cost recovery shall form part of any surplus returned to the Province as outlined in Section 4.0.
e) Prepare any necessary education materials required to deliver public information sessions and education sessions in consultation with the Province and the Human Rights Tribunal.

2.9 DROP IN AND TRIAGE CLINIC (KNOWN AS THE SHORT SERVICES CLINIC)

At least one day per week in which there are no statutory holidays, the Contractor must operate a free public drop-in and triage clinic in Vancouver that will:

a) conduct an initial evaluation, provide appropriate education and information to the public seeking human rights information;
b) provide information on options available to resolve human rights issues including early dispute resolution alternatives;
c) provide referrals or recommend service alternatives as appropriate;
d) assist individuals in completing BC Human Rights Tribunal complaint forms;
e) using a multi-disciplinary approach, have, at a minimum, the following staff/positions available during clinic hours, where possible: one advocate and one legal administrative assistant; and
f) subject to resource availability and at the discretion of the Contractor, provide direct access to lawyers that will give limited legal advice respecting straightforward legal issues, including issues in relation to execution of settlement agreements and releases.

2.10 ONLINE SERVICE STRATEGY

Consistent with administrative justice principles and modern service delivery principles, the Contractor is to work with the Province in developing an online service strategy. The strategy is to include identifying opportunities and tools that will enhance user access through technology and shift service models away from in-person services.

2.11 DETERMINE ELIGIBILITY FOR COMPLAINANT SERVICES

The Contractor will provide Complainant services to individuals residing in BC who require assistance to access the complaint process of the BC Human Rights Tribunal. Complainant services include intake, settlement and resolution, and legal advice and representation services as described below. Eligibility for Complainant services must be determined in accordance with the following:

Mandatory criteria:

a) the individual has filed a Complaint which has been accepted by the BC Human Rights Tribunal for filing;
b) the individual has revealed what appears to be a case of discrimination on its face; and
c) the individual is unable to obtain assistance from other sources, such as a private lawyer or other agencies that provide legal services without charge or at a significantly reduced rate, including a union, community agency, or professional association.

In addition to the mandatory criteria the Contractor must consider whether:

a) the individual meets the income screening guidelines set out below. No substantiating documentation of income is required. The Contractor may use its discretion to determine which point in time will reasonably be used for this income screening (e.g. either before or after a recent job loss that might be the subject of the said human rights complaint). If it becomes evident while providing Complainant services that the individual reported inaccurate income and was not eligible for service, the Contractor must refer the client to another service instead of proceeding with services. The inaccuracy must be noted in the client file. If the person returns for service at a later time, the discrepancy must be discussed, and the person asked to provide proof of income before receiving service.

Number of Household Members[1]	Annual Net Household Income[2,3]
4 or fewer	$49,106
5	$55,695
6	$62,814
7 or more	$69,935

(1) Family members include children and parent(s) or other adults responsible for and living with the children.
(2) Household income usually includes all money or benefits earned or received by adult family members who are living together.
(3) Income is the person's net annual income from all sources.

b) the individual is unable to represent him/herself due to diminished capacity or other physical, mental or socio-economic limitations affecting their ability do so;
c) the individual has applied for assistance in a timely manner;
d) the individual has filed an application, in a form satisfactory to the Province, with the Contractor;
e) the individual is willing to sign a retainer letter;
f) the merits of the case and the likelihood that the Complainant will succeed;
g) the availability of alternative processes that may reasonably address the issues raised in the complaint;
h) the nature of the issues raised by the complaint, including whether the complaint is likely to benefit more than one person and raises important issues of law, the resolution of which would advance the purposes of the Code; and
i) the availability of the Contractor's (and other) resources to provide the Complainant services.

2.12 COMPLAINANT SERVICES

Services are to be delivered to Complainants in the following priority:

a) First priority: Complainants unable to represent themselves due to diminished capacity or other limitations affecting their ability to do so who are of modest means according to the above income screening guidelines.
b) Second priority: Complainants who are of modest means according to the above income amounts.
c) Third priority: Subject to resources and available funding, provide services to Complainants who do not fit in the first two priority categories.

After assessing eligibility under Section 2.11 above, determining the level of priority and using a multi-disciplinary approach, the Contractor must provide the following types of services.

2.13 INTAKE SERVICES

The Contractor must provide the following intake services:

a) interview the Complainant to obtain a thorough overview of the issues raised in the complaint;
b) apply standard human rights law and principles to analyse the facts as represented and advise on options in addition to a human rights complaint for responding to the issues, including filing a grievance under a collective agreement or dealing with the matter under another process;
c) determine and advise if a request should be made to the BC Human Rights Tribunal to defer the processing of the complaint;
d) determine and advise if the complaint form should be amended; and
e) determine the most cost-effective way to address the issue while maintaining service integrity and using the principles of proportionality.

2.14 SETTLEMENT AND RESOLUTION SERVICES FOR ELIGIBLE COMPLAINANTS

The Contractor must provide the following settlement and resolution services throughout the complaint process by:

a) explaining to Complainants how settlement processes (including mediation) work, and what is expected of the Complainant and of the other parties;
b) reviewing factual elements of the potential terms of settlement and instructing the Complainant to assemble any reasonably expected documents such as income tax returns or pay stubs;
c) explaining to the Complainant what the legal basis for remedy in human rights law is, assessing proposals for settlement and advising on the reasonableness and appropriateness of settlement proposals;
d) attending mediation or other resolution proceedings with the Complainant;
e) preparing submissions or documents as requested by a mediator or chair of an early resolution proceedings; and
f) in the event of a settlement, assisting the Complainant with post-settlement requirements, such as finalizing the settlement agreement, obtaining releases, and dismissing or discontinuing the proceedings before the BC Human Rights Tribunal.

2.15 ADDITIONAL LEGAL SERVICES

The Contractor may only provide legal representation if all available options to reach an appropriate settlement have been utilized.

The Contractor may provide legal advice and representation services to eligible Complainants. These services shall be delivered by appropriate persons, including lawyers who have the requisite degree of competence; or by persons legally authorized to provide such services.

Legal advice and representation services include the following:

2.15.1 Preliminary Applications

The Contractor will:

a) determine if preliminary applications, such as applications to compel the production of documents or to amend complaint forms, are required and take the required measures to obtain said applications; and
b) respond to any pre-hearing applications filed by another party to the complaint including applications to dismiss the complaint on a preliminary basis.

2.15.2 Pre-Hearing Preparation

The Contractor will deliver hearing preparation services including the following:

a) undertaking all preparation incidental to preparing for a hearing before the BC Human Rights Tribunal including carrying out correspondence, reviewing the Complaints filed and meeting with the Complainant;
b) undertaking all legal and evidentiary research reasonably necessary or desirable to competently represent the Complainant at the various stages of the BC Human Rights Tribunal's complaint process including formal pre-hearing events;
c) contacting witnesses including ensuring available witnesses are interviewed, witness statements are prepared where appropriate, witness statements are disclosed as required, and that lay and expert witnesses are prepared for hearing;
d) preparing evidence including undertaking reasonable additional steps as required to confirm or rebut allegations made by the parties such as by written interrogatories, in person interviews, or other fact-finding processes in preparation for the hearing;
e) assessing and ensuring that expert evidence has been commissioned, consulting and retaining experts, ensuring expert reports are delivered within the prescribed time periods and, where required, attending at examinations for discovery of the experts or other parties;
f) preparing for and attending pre-hearing motions;
g) preparing documents and submissions as necessary;
h) complying with disclosure of documents; and,
i) discussing settlement options with the Complainant.

2.15.3. Services during the Hearing

The Contractor will:

a) represent the Complainant at hearings before the BC Human Rights Tribunal;
b) present opening and closing statements;
c) prepare and introduce all relevant documentary evidence;
d) conduct direct and cross examination of witnesses; and,
e) present all relevant legal research in support of the Complainant's case; and,

f) draft and submit written closing arguments, including reply arguments, if required.

2.15.4 Post-Hearing Matters

The Contractor will attend to post-hearing matters, such as preparation of additional submissions as requested by the BC Human Rights Tribunal and will file orders of the BC Human Rights Tribunal with the Supreme Court of British Columbia.

2.15.5 Services Outside the Scope of Legal Advice and Representation Services

The Contractor will not represent the Complainant other than as specifically referenced in this Schedule of Services and in particular will not provide representation in:

a) an application to the Supreme Court of British Columbia to enforce a settlement agreement or an order of the BC Human Rights Tribunal;

b) judicial reviews; and

c) appellate cases.

2.15.6 Systemic Cases

The Contractor must inform the Province regarding cases the Contractor considers to be resource intensive systemic matters and must work with the Province to determine strategies for managing and addressing the resources to be allotted to such cases. In a case where there appears to be a conflict of interest with the Province, the Contractor is permitted to exercise its discretion in the allocation of resources to the case, applying the above mandatory and discretionary criteria including the above-described principle of proportionality.

2.16 LIMITATION OF WITHDRAWAL OF COMPLAINANT SERVICES

The Contractor may limit or withdraw Complainant services from a person previously found to be eligible for services, if the Contractor determines, in its sole discretion, there is a valid reason to do so. The Contractor must document why and at what stage the service was limited or withdrawn.

2.17 INFORMATION MANAGEMENT DATABASE AND REPORTING

The Contractor must:

a) maintain a comprehensive information management database with the ability to report data by month and cumulatively by fiscal year-to-date.

b) focus the reports on the following four key areas:

i. Length of time from intake to resolution;
ii. Cost per case;
iii. Complainant satisfaction with process and outcome; and
iv. Activities clearly linked to the BC Human Rights Clinic goals and objectives.

c) Include in the reports the following:

i. Background and context;

ii. Mission statement, goals and objectives;
iii. Nature of the client community;
iv. Nature of the issues that are being addressed;
v. Description of activities and measures of success; and
vi. Impact.

d) Provide other routine or special reports agreed to by the Contractor and the Province.

The Contractor will meet with the contract manager and other ministry representatives as and when required to review and discuss the service reports.

The Contractor will electronically provide the Province with quarterly service reports the first reporting period being April 1st to June 30th and the final reporting period being January 1st to March 31st in a form and manner approved by the Province. Reports will be due 25 calendar days past the reporting period; the final fiscal year-end report is due on April 30th of each year.

PART 3. RELATED DOCUMENTATION:
Not applicable

PART 4. KEY PERSONNEL:
Not applicable

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, **$1,348,000.00** is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

1. Fees and Expenses will be disbursed over one fiscal year, Fiscal 2022-2023 (April 1, 2022 to March 31, 2023). Subject to the delivery and completion of the services described in Schedule of Services, in form and content satisfactory to the Contract Manager, the Province will make payments to the Contractor, upon receipt of the deliverable accompanied by a statement of account, as follows:

Deliverable	Description	Amount(s)	Deliverable due on or before
Signed Contract	Signed Contract	$458,000.00	April 1, 2022
Service Report & Financial Report	Report 01 April 1 to June 30 3 months	$450,000.00	July 25, 2022
Service Report & Financial Report	Report 02 July 1 to Sept 30 3 months	$300,000.00	October 25, 2022
Service Report & Financial Report	Report 03 Oct 1 to Dec 31 3 months	$140,000.00	January 25, 2023
Draft financial report followed by final financial and service reports on April 30, 2022	Report 04 Jan 1 to Mar 31 3 months	N/A	March 31, 2023

2. Unless the Province has provided prior written approval to carry over year end savings, the Contractor will refund to the Province all over projected amounts of operational expenses on demand if the actual operational expenses incurred by the Contractor to perform the Services during the program year are less than projected operational funds for the program year, as set out in this Schedule or as determined in accordance with the Agreement. If the parties do not agree on the amount of the refund with 30 business days from the day of the Province's demand, the matter will be referred to binding arbitration under Paragraph 12 Dispute Resolution.

3. For clarity, reimbursements for any expenses and disbursements incurred by the Contractor required to provide the Services are included in the Maximum Amount.

4. Any costs paid to the Contractor as a result of a settlement agreement or an order for costs made by the BC Human Rights Tribunal or a court against a Respondent will not affect the payments set out in Section 1.

5. In the event this Agreement is terminated, the Contractor will be entitled to receive such pro-rated portion of any installment payments due to the Contractor. The Contractor will be entitled to no further payment or reimbursement whatsoever and will be liable to account to the Province in respect to an overpayment,

provided that this section will not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

(a) the Contractor's legal name and address;

(b) the date of the statement;

(c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;

(d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;

(e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;

(f) a description of this Agreement to which the statement relates;

(g) a statement number for identification; and

(h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

   (a) Commercial General Liability in an amount not less than $2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must

      (i) include the Province as an additional insured,

      (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and

      (iii) include a cross liability clause.

2. All insurance described in section 1 of this Schedule must:

   (a) be primary; and

   (b) not require the sharing of any loss by any insurer of the Province.

3. The Contractor must provide the Province with evidence of all required insurance as follows:

   (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;

   (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

   (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E
Privacy Protection Schedule

Definitions

1. In this Schedule,

   (a) "**Act**" means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;

   (b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

   (c) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;

   (d) "**privacy course**" means the Province's online privacy and information sharing training course or another course approved by the Province; and

   (e) "**public body**" means "public body" as defined in the Act;

   (f) "**third party request for disclosure**" means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;

   (g) "**service provider**" means a person retained under a contract to perform services for a public body; and

   (h) "**unauthorized disclosure of personal information**" means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and

   (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Contractor acknowledges and agrees that

(a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;

(b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and

(c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5. The Contractor must collect personal information directly from the individual the information is about unless:

(a) the Province provides personal information to the Contractor;

(b) the Agreement otherwise specifies; or

(c) the Province otherwise directs in writing.

6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:

(a) the purpose for collecting it;

(b) the legal authority for collecting it; and

(c) the name and contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.

8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access. If the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.

13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.

14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.

17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.

18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:

    (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and

    (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

23. If in relation to personal information, the Contractor:

    (a) receives a third-party request for disclosure;

    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or

    (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

    subject to section 24, the Contractor must immediately notify the Province.

24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:

    (a) use its best efforts to direct the party making the third-party request to the Province;

    (b) provide the Province with reasonable assistance to contest the third-party request; and

    (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:

        (i) the control of personal information by the Province as a public body under the Act;

(ii) the application of the Act to the Contractor as a service provider to the Province;

(iii) the conflict between the Act and the third-party request; and

(iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:

(a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and

(b) any direction given by the Province under this Schedule.

27. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

29. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

30. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.

33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

36. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not applicable

Schedule G – Security Schedule

Definitions

1. In this Schedule:

(a) "**Device**" means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;

(b) "**Facilities**" means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;

(c) "**Least Privilege**" means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;

(d) "**Need-to-Know**" means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;

(e) "**Personnel**" means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;

(f) "**Policies**" means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);

(g) "**Protected Information**" means any and all:

(i) "personal information" as defined in the Privacy Protection Schedule if attached;

(ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

(iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;

(h) "**Security Event Logs**" means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);

(i) "**Systems**" means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;

(j) "**Tenancy**" means those components of the Systems that:

(i) directly access and store Protected Information,

(ii) relate to Protected Information or the Province's tenancy activities, or

(iii) are customer facing and managed by the Province in its use of the Services; and

(k) "**Tenancy Security Event Logs**" means Security Event Logs that relate to Tenancy, including:

(i) log-on/log-off information about Province user activities, and

(ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

(a) verifying their identity and relevant education, professional qualifications and employment history;

(b) completing a criminal record check that is updated at least every five years;

(c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;

(d) performing any additional screening this Agreement or applicable law may require; and

(e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:

    (a) based on recognized industry standards; and

    (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures:

    (a) "Information Security Policy";

    (b) government wide IM/IT Standards; and

    (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:

(a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and

(b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

14. The Contractor must ensure that:

(a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;

(b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and

(c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.

16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:

(a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and

(b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures.

Isolation controls and logical isolation of data

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.

24. The Contactor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.

25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.

26. The Contractor must implement a formal user registration process for Personnel that includes:

    (a) verification of access levels;

    (b) creating and maintaining records of access privileges;

    (c) audit processes; and

    (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.

28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

29. The Contractor must ensure that all Systems and Devices:

    (a) are configured in alignment with industry standards;

    (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;

    (c) automatically lock the applicable account and Systems after failed logon failures;

    (d) limit the number of concurrent sessions;

    (e) prevent further access to Systems by initiating a session lock; and

    (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

31. The Contractor must ensure that Systems for password-based authentication:

    (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

    (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;

    (c) store and transmit only encrypted representations of passwords;

    (d) enforce password minimum and maximum lifetime restrictions;

    (e) prohibit password reuse;

    (f) prevent reuse of identifiers; and

    (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:

    (a) two-factor authentication for access;

    (b) enhanced logging that logs all accesses;

    (c) request based access; and

    (d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.

35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
    (a) such additional period of time as the Province may instruct; or
    (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures, including:

    (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");

    (b) "Information Security Policy";

    (c) government wide IM/IT Standards; and

    (d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

39. The Province has the rights to:

    (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;

    (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;

    (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and

    (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.

42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.

43. The Contractor must review physical access logs at least once monthly.

44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:

    (a) hardening of the perimeter of the Facilities;

    (b) physical separation of public and restricted spaces;

    (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;

    (d) Access Control Systems (ACS) and/or Key Management processes; and

    (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:

    (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;

    (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

    (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;

    (d) ensure that default passwords and shared accounts are not used for any Systems; and

(e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:

(a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;

(b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and

(c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:

(a) at such level of protection as the Province may instruct ; and

(b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

(a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

(b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and

(c) all access to the management network is strictly controlled and exclusively enforced though a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:

(a) database maintenance utilities that bypass controls are restricted and monitored;

(b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and

(c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:

(a) have antivirus and malware protection as appropriate for the particular Device active at all times;

(b) are configured to perform antivirus scans at least once per week;

(c) have host based firewall configured, enabled and active at all times; and

(d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:

(a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and

(b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.

57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.

58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.

59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:

(a) with any identified vulnerabilities remedied, before being placed into production; and

(b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:

(a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and

(b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:

(a) have antivirus and malware protection configured, active and enabled at all times;

(b) have antivirus and malware definitions updated at least once a day; and

(c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.

65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.

67. The Contractor must securely erase:

(a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

(b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.

68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:

(a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents; and

(b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

(a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;

(b) provide the Province with any related investigation reports, which the Contractor may sanitize first;

(c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and

(d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

(a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;

(b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
(a) vulnerability scan reports of those Systems providing the Services; and
(b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

(a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
(b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars

of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.

82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.

84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at http://www.gov.bc.ca, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule H – Tax Verification Schedule

Not applicable

GENERAL SERVICE AGREEMENT

For Administrative Purposes Only	
Ministry Contract No.: ATJSB2115257002 *Requisition No.: N/A* *Solicitation No. (if applicable): N/A* *Commodity Code: N/A* ***Contractor Information*** *Supplier Name: Community Legal Assistance Society* *Supplier No.: 185897* *Telephone No.: (604) 685-3425* *E-mail Address: N/A* *Website: www.clasbc.net*	***Financial Information*** *Client: 105* *Responsibility Centre: 15257* *Service Line: 10290* *STOB: 8001* *Project: 1500000* ***Template version:*** *January 2, 2020*

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SCHEDULE H – TAX VERIFICATION

THIS AGREEMENT is dated for reference the 1st day of April 2021.

BETWEEN:

Community Legal Assistance Society (the "Contractor") with the following specified address and fax number:

300 - 1140 West Pender Street
Vancouver, British Columbia V6E 4G1
FAX: 604-685-7611

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the **Ministry of Attorney General** (the "Province") with the following specified address and fax number:

Justice Services Branch
PO Box 9222 Stn Prov Govt
8th Floor, 1001 Douglas Street
Victoria, British Columbia V8W 9J1
FAX: 250-356-2721

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

(a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;

(b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

(c) "Material" means the Produced Material and the Received Material;

(d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;

(e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

(f) "Services" means the services described in Part 2 of Schedule A;

(g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and

(h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

(a) the fees described in that Schedule;

(b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and

(c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.8 The Contractor must:

(a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and

(b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

(a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

(i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,

(ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and

(iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and

(b) if the Contractor is not an individual,

(i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and

(ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

(a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and

(b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

(a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;

(b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or

(c) if it is information in any Incorporated Material.

Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

(a) Received Material that the Contractor receives from the Province; and

(b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

(a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and

(b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

(a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or

(b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

(a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and

(b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

(a) "Event of Force Majeure" means one of the following events:

(i) a natural disaster, fire, flood, storm, epidemic or power failure,

(ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,

(iii) a strike (including illegal work stoppage or slowdown) or lockout, or

(iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

(b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

(a) "Event of Default" means any of the following:

(i) an Insolvency Event,

(ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or

(iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and

(b) "Insolvency Event" means any of the following:

(i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,

(ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,

(iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,

(iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),

(v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

(vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

(a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;

(b) pursue any remedy or take any other action available to it at law or in equity; or

(c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:

(a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and

(b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

(a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

(b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and

(c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

(a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;

(b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

(c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:

(a) any person retained by the Contractor to perform obligations under this Agreement; and

(b) any person retained by a person described in paragraph (a) to perform those obligations

fully complies with this Agreement in performing the subcontracted obligations.

Waiver

13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

(a) an employee or partner of the Province; or

(b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

(a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and

(b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Tax Verification

13.21 Any terms set out in the attached Schedule H apply to this Agreement.

Governing law

13.22 This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

(a) "includes" and "including" are not intended to be limiting;

(b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;

(c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";

(d) "attached" means attached to this Agreement when used in relation to a schedule;

(e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

(f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;

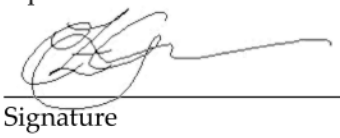
(g) "person" includes an individual, partnership, corporation or legal entity of any nature; and

(h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the __17th__ day of ___March_____, 2021__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories): J. Mendes Signature(s) Jacqui Mendes Print Name(s) Executive Director Print Title(s)	SIGNED on the _25_ day of _____March_____, 2021__ on behalf of the Province by its duly authorized representative:  Signature Carmen Zabarauckas Print Name Executive Director Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on April 1, 2021 and ends on March 31, 2022.

PART 2. SERVICES:

2.1 BACKGROUND

The Community Legal Assistance Society (CLAS) through its BC Human Rights Clinic (Clinic) This program is delivered by the Community Legal Assistance Society (CLAS) through its BC Human Rights Clinic (Clinic) provides education, early resolution, advocacy services and legal assistance, including legal representation to people with human rights complaints in British Columbia.

Clinic services emphasize the prevention and early resolution of human rights issues, with the priority being delivery of public legal education and information (PLEI) services and early resolution services. The Clinic provides legal advice and representation services to people who meet the eligibility criteria outlined in Section 2.11 of this agreement. , Proportionality principles govern the delivery of all services - in other words, the amount of process and resources used to resolve a case will be proportionate to the monetary value, complexity and importance of the case.

2.2 DEFINITIONS

In this Agreement and its Schedules, unless the context otherwise requires:

(a) "***BC Human Rights Clinic***" means the program title that the Contractor must use when providing the Services under this Agreement;

(b) "***BC Human Rights Tribunal***" means the tribunal created under the Human Rights Code;

(c) "***CLAS***" means the Community Legal Assistance Society;

(d) "***Client***" means a person who has filed a Complaint and who the Contractor has determined is eligible to receive client services in accordance with the Schedule of Services;

(e) "***Collaborate***" means active participation, open sharing of information, creative problem solving, and development of options;

(f) "***Commercial Arbitration Act***" means the Commercial Arbitration Act, R.S.B.C. 1996, c.55;

(g) "***Complainant***" means a person who has filed or wishes to file a complaint under the Human Rights Code;

(h) "***Complaint***" means a complaint that has been filed under the Human Rights Code;

(i) "***Eligible Costs***" means the costs identified in as those necessarily incurred by the Contractor in order to deliver the Services set out in Schedule A – Services;

(j) "***Financial Administration Act***' means the Financial Administration Act, R.S.B.C. 1996, c.138;

(k) "***Human Rights Code***" means the Human Rights Code, R.S.B.C. 1996, c. 210;

(l) "***Incorporated Material***" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;

(m) "***Material***" means the Produced Material and the Received Material;

(n) "***Produced Material***" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;

(o) "***Received Material***" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;

(p) "***Respondent***" means a person who is, or may be, named as a respondent in a Complaint

(q) "***Services***" means the services described in Schedule A – Services;

(r) "***Term***" means the period referred to in Part 1 of Schedule A.

2.3 REVIEW OF AGREEMENT

(a) The parties agree to meet on a quarterly basis each year during the Term of the Agreement to review the terms of the Agreement, in particular those relating to the Services, including case loads and costs of providing the Services.

(b) For the purposes of 2.3 (a), subject to solicitor-client privilege, and upon the Province's reasonable request, the Contractor must provide data, information, or reports, in a form and at the times satisfactory to the Province.

2.4 CONTRACTOR'S OBLIGATIONS

(a) The Contractor will provide the Services under the program title BC Human Rights Clinic and will use this title in all material, correspondence, communications, and in any dealings with the public and Respondents and Complainants related to the delivery of the Services.

(b) Without limiting 2.4 (a), the Contractor will ensure that any of the lawyers it employs to represent Complainants, will maintain throughout the Term of this Agreement:

i. all certifications and licenses necessary to practice law and qualify as legal counsel in British Columbia;
ii. at least the minimum professional liability insurance coverage that is required from time to time for a barrister and solicitor in the private practice in the Province of British Columbia in order to obtain the aforesaid certifications and licences; and

The Contractor will, at the request of the Province, provide evidence satisfactory to the Province that the Contractor and all lawyers engaged by the Contractor hold or have been issued all required licences, certificates and memberships and that they are valid and subsisting and in good standing.

(c) The Contractor will participate in any evaluation or review of the delivery of the Services as required by the Province.

(d) The Contractor will not commit or purport to commit the Province to pay any money unless specifically authorized by this Agreement.

(e) The Contractor will implement an internal complaint process approved by the Province to respond to complaints by Complainants about the client services referred to in the Schedule of Services.

(f) The Contractor must exhaust all other sources of funding it has or may receive for delivering Services similar to those outlined in the Schedule of Services, prior to seeking payment under this Agreement.

2.5 RECORDS AND REPORTS

(a) In connection with the provision of the Services the Contractor will:

i. keep records of all dates and hours of service provided by lawyers;

ii. keep books of account of any expenses incurred in connection with the Services and maintain invoices, receipts and vouchers for the same;

iii. keep books of account and supporting documents relating to the number of employees, and the classification, wages and benefits provided to these employees;

iv. keep and maintain all records and files, including Client files, in accordance with the requirements of the Law Society of British Columbia; and

v. subject to solicitor-client privilege, permit the Province at all reasonable times to inspect such records, files and any other documents that relate to the provision of the Services for the purposes of copying or auditing the same.

(b) In addition to the information or reports required pursuant to this Schedule, the Contractor will:

i. subject to solicitor-client privilege, on request, fully inform the Province of work done and to be done by or for the Contractor in connection with the provision of the Services;

ii. provide quarterly financial reports in a form satisfactory to the Province with the first reporting period being April 1, 2021 to June 30, 2021;

iii. provide quarterly service reports in a form satisfactory to the Province; and

iv. provide the Province with the Contractor's year end service report by April 30, 2022, and a copy of the Contractor's annual audited financial report relating to the term of the contract.

(c) The Contractor consents to the Province sharing, to the extent it is legally able to do so, with CLAS any information received by the Province from the Contractor that relates to the delivery of the Services.

2.6 CONTRACTOR'S OTHER WORK

Nothing in this Agreement will affect the entitlement of the Contractor to bring any kind of legal action against the Province and/or the BC Human Rights Tribunal that might arise in the ordinary course of its business of assisting clients, in any of the programs it operates.

2.7 FILE MANAGEMENT ON EXPIRY OR TERMINATION OF AGREEMENT

(a) On expiry or termination of this Agreement, the Contractor will forthwith deliver all administrative records that are not described in paragraphs 2.7 (b) or 2.7 (c) and that are related to the provision of the Services to such person and at such place as the Province may direct.

(b) On expiry or termination of this Agreement, the Contractor will retain and dispose of all closed Complainants' files in accordance with the rules of the Law Society of British Columbia.

(c) On expiry or termination of this Agreement, the Contractor will take instructions from the Complainant with respect to the Complainant's open Complainant file whether to:

i. deliver the file to the Complainant;

ii. if the Contractor is agreeable, continue to have conduct of the Complainant's file without provincial funding; or

iii. deliver the Complainant's file to another person or agency as arranged by the Province.

(d) On expiry or termination of this Agreement, in addition to the obligations in paragraphs 16.01 to 16.03, the Contractor and the Province may develop a negotiated withdrawal of Services plan which may include adjustments to the Services and provisions for the secure storage or retention of files which are subject to solicitor-client privilege in addition to any other provisions which may be required for the orderly withdrawal or ending of the Services.

2.8 PUBLIC LEGAL EDUCATION AND INFORMATION

The Contractor must make public legal education and information related to human rights issues and services accessible to people throughout BC. Public legal education and information must be available by telephone, online or in person.

The Contractor must:

a) Maintain a telephone enquiry line accessible to all people within BC during business hours on business days that meets the following requirements:
   i. provides an initial call-back within three business days;
   ii. provides basic information regarding the Human Rights Code, including how it protects people from discrimination, how the Code may apply to a particular complaint, and how the BC Human Rights Tribunal process works;
   iii. refers callers who have had their complaint accepted by the BC Human Rights Tribunal to the intake team to apply for the Clinic's legal services; and

iv. provides appropriate service options and referrals including the availability of the Drop In and Triage (Short Service) Clinic if appropriate.

b) Maintain a human rights website with content approved by the Province.
c) Provide a minimum of 15 public legal education and information sessions. These may include participation in community programs that promote the purposes of the Code and public events on behalf of the BC Human Rights Clinic.
d) Provide education sessions based on demand, where possible on a cost recovery basis, to employers, service providers, labour representatives and other interested groups (collectively the "Education Groups") throughout British Columbia, including sessions designed to teach the Education Groups techniques for early resolution of human rights disputes. All cost recovery is to be reported as income in the quarterly financial reports (Schedule of Payments) and any amount in excess of cost recovery shall form part of any surplus returned to the Province as outlined in Section 4.0.
e) Prepare any necessary education materials required to deliver public information sessions and education sessions in consultation where appropriate with stakeholders including the Province, the BC Human Rights Commission and the BC Human Rights Tribunal.

2.9 DROP IN AND TRIAGE (SHORT SERVICE) CLINIC

At least one day per week in which there are no statutory holidays, the Contractor must operate a free public drop-in and triage clinic in Vancouver that will:

a) conduct an initial evaluation, and provide appropriate education and information to the public seeking human rights information;
b) provide information on options available to resolve human rights issues including early dispute resolution alternatives;
c) provide referrals or recommend service alternatives as appropriate;
d) assist individuals in completing BC Human Rights Tribunal complaint forms;
e) using a multi-disciplinary approach, have, at a minimum, the following staff/positions available during clinic hours, where possible: one advocate and one legal administrative assistant; and
f) subject to resource availability and at the discretion of the Contractor, provide direct access to lawyers that will give limited legal advice respecting straightforward legal issues, including issues in relation to execution of settlement agreements and releases.

2.10 ONLINE SERVICE STRATEGY

Consistent with administrative justice principles and modern service delivery principles, the Contractor is to work with the Province in developing an online service strategy. The strategy is to include identifying opportunities and tools that will enhance user access through technology and shift service models away from in-person services.

2.11 DETERMINE ELIGIBILITY FOR COMPLAINANT SERVICES

The Contractor will provide Complainant services to individuals who require assistance to access the complaint process of the BC Human Rights Tribunal. Complainant services include intake, settlement and resolution, and legal advice and representation services as described below. Eligibility for Complainant services must be determined in accordance with the following:

Mandatory criteria:

a) the individual has filed a Complaint which has been accepted by the BC Human Rights Tribunal for filing;
b) the individual has revealed what appears to be a case of discrimination on its face; and
c) the individual is unable to obtain assistance from other sources, such as a private lawyer or other agencies that provide legal services without charge or at a significantly reduced rate, including a union, community agency, or professional association.

In addition to the mandatory criteria the Contractor must consider whether:

a) the individual meets the income screening guidelines set out below. No substantiating documentation of income is required. The Contractor may use its discretion to determine which point in time will reasonably be used for this income screening (e.g. either before or after a recent job loss that might be the subject of the said human rights complaint). If it becomes evident while providing Complainant services that the individual reported inaccurate income and was not eligible for service, the Contractor must refer the client to another service instead of proceeding with services. The inaccuracy must be noted in the client file. If the person returns for service at a later time, the discrepancy must be discussed, and the person asked to provide proof of income before receiving service.

Number of Household Members[1]	**Annual Net Household Income[2,3]**
4 or fewer	$ 49,106
5	$ 55,695
6	$ 62,814
7 or more	$ 69,935

(1) Family members include children and parent(s) or other adults responsible for and living with the children.
(2) Household income usually includes all money or benefits earned or received by adult family members who are living together.
(3) Income is the person's net annual income from all sources.

b) the individual is unable to represent him/herself due to diminished capacity or other physical, mental or socio-economic limitations affecting their ability do so;
c) the individual has applied for assistance in a timely manner;
d) the individual has filed an application, in a form satisfactory to the Province, with the Contractor;
e) the individual is willing to sign a retainer letter;
f) the merits of the case and the likelihood that the Complainant will succeed;
g) the availability of alternative processes that may reasonably address the issues raised in the complaint;
h) the nature of the issues raised by the complaint, including whether the complaint is likely to benefit more than one person and raises important issues of law, the resolution of which would advance the purposes of the Code; and
i) the availability of the Contractor's (and other) resources to provide the Complainant services.

2.12 COMPLAINANT SERVICES

Services are to be delivered to Complainants in the following priority:

a) First priority: Complainants unable to represent themselves due to diminished capacity or other limitations affecting their ability to do so who are of modest means according to the above income screening guidelines.
b) Second priority: Complainants who are of modest means according to the above income amounts.
c) Third priority: Subject to resources and available funding, provide services to Complainants who do not fit in the first two priority categories.

After assessing eligibility under Section 2.11 above, determining the level of priority and using a multi-disciplinary approach, the Contractor must provide the following types of services.

2.13 INTAKE SERVICES

The Contractor must provide the following intake services:

a) interview the Complainant to obtain a thorough overview of the issues raised in the complaint;
b) apply standard human rights law and principles to analyse the facts as represented and advise on options in addition to a human rights complaint for responding to the issues, including filing a grievance under a collective agreement or dealing with the matter under another process;
c) determine and advise if a request should be made to the BC Human Rights Tribunal to defer the processing of the complaint;
d) determine and advise if the complaint form should be amended; and
e) determine the most cost-effective way to address the issue while maintaining service integrity and using the principles of proportionality.

2.14 SETTLEMENT AND RESOLUTION SERVICES FOR ELIGIBLE COMPLAINANTS

The Contractor must provide the following settlement and resolution services throughout the complaint process by:

a) explaining to Complainants how settlement processes (including mediation) work, and what is expected of the Complainant and of the other parties;
b) reviewing factual elements of the potential terms of settlement and instructing the Complainant to assemble any reasonably expected documents such as income tax returns or pay stubs;
c) explaining to the Complainant what the legal basis for remedy in human rights law is, assessing proposals for settlement and advising on the reasonableness and appropriateness of settlement proposals;
d) attending mediation or other resolution proceedings with the Complainant;
e) preparing submissions or documents as requested by a mediator or chair of an early resolution proceedings; and
f) in the event of a settlement, assisting the Complainant with post-settlement requirements, such as finalizing the settlement agreement, obtaining releases, and dismissing or discontinuing the proceedings before the BC Human Rights Tribunal.

2.15 ADDITIONAL LEGAL SERVICES

The Contractor may only provide additional legal services if all available options to reach an appropriate settlement has been utilized.

The Contractor may provide legal advice and representation services to eligible Complainants. These services shall be delivered by appropriate persons, including lawyers who have the requisite degree of competence; or by persons legally authorized to provide such services.

Legal advice and representation services include the following:

2.15.1 Preliminary Applications

The Contractor will:

a) determine if preliminary applications, such as applications to compel the production of documents or to amend complaint forms, are required and take the required measures to prepare and file said applications; and
b) respond to any pre-hearing applications filed by another party to the complaint including applications to dismiss the complaint on a preliminary basis.

2.15.2 Pre-Hearing Preparation

The Contractor will deliver hearing preparation services including the following:

a) undertaking all preparation incidental to preparing for a hearing before the BC Human Rights Tribunal including carrying out correspondence, reviewing the Complaint filed and meeting with the Complainant;
b) undertaking all legal and evidentiary research reasonably necessary or desirable to competently represent the Complainant at the various stages of the BC Human Rights Tribunal's complaint process including formal pre-hearing events;
c) contacting witnesses including ensuring available witnesses are interviewed, witness statements are prepared where appropriate, witness statements are disclosed as required, and that lay and expert witnesses are prepared for hearing;
d) preparing evidence including undertaking reasonable additional steps as required to confirm or rebut allegations made by the parties such as by written interrogatories, in person interviews, or other fact-finding processes in preparation for the hearing;
e) assessing and ensuring that expert evidence has been commissioned, consulting and retaining experts, ensuring expert reports are delivered within the prescribed time periods and, where required, attending at examinations for discovery of the experts or other parties;
f) preparing for and attending pre-hearing motions;
g) preparing documents and submissions as necessary;
h) complying with disclosure of documents and
i) discussing settlement options with the Complainant.

2.15.3. Services during the Hearing

The Contractor will:

a) represent the Complainant at hearings before the BC Human Rights Tribunal;
b) present opening and closing statements;
c) prepare and introduce all relevant documentary evidence;
d) conduct direct and cross examination of witnesses;
e) present all relevant legal research in support of the Complainant's case and

f) draft and submit written closing arguments, including reply arguments, if required.

2.15.4 Post-Hearing Matters

The Contractor will attend to post-hearing matters, such as preparation of additional submissions as requested by the BC Human Rights Tribunal and will file orders of the BC Human Rights Tribunal with the Supreme Court of British Columbia.

2.15.5 Services Outside the Scope of Legal Advice and Representation Services

The Contractor will not represent the Complainant other than as specifically referenced in this Schedule of Services and in particular will not provide representation in:

a) an application to the Supreme Court of British Columbia to enforce a settlement agreement or an order of the BC Human Rights Tribunal;

b) judicial reviews; and

c) appellate cases.

2.15.6 Systemic Cases

The Contractor must inform the Province regarding cases the Contractor considers to be resource intensive systemic matters and must work with the Province to determine strategies for managing and addressing the resources to be allotted to such cases. In a case where there appears to be a conflict of interest with the Province, the Contractor is permitted to exercise its discretion in the allocation of resources to the case, applying the above mandatory and discretionary criteria including the above-described principle of proportionality.

2.16 LIMITATION OR WITHDRAWAL OF COMPLAINANT SERVICES

The Contractor may limit or withdraw Complainant services from a person previously found to be eligible for services, if the Contractor determines, in its sole discretion, there is a valid reason to do so. The Contractor must document why and at what stage the service was limited or withdrawn.

2.17 INFORMATION MANAGEMENT DATABASE AND REPORTING

The Contractor must:

a) maintain a comprehensive information management database with the ability to report data by month and cumulatively by fiscal year-to-date.

b) focus the reports on the following four key areas:

i. Length of time from intake to resolution;
ii. Cost per case;
iii. Complainant satisfaction with process and outcome; and
iv. Activities clearly linked to the BC Human Rights Clinic goals and objectives.

c) Include in the reports the following:

i. Background and context;

ii. Mission statement, goals and objectives;
iii. Nature of the client community;
iv. Nature of the issues that are being addressed;
v. Description of activities and measures of success; and
vi. Impact.

d) Provide other routine or special reports agreed to by the Contractor and the Province.

The Contractor will meet with the contract manager and other ministry representatives as and when required to review and discuss the service reports.

The Contractor will electronically provide the Province with quarterly service reports the first reporting period being April 1st to June 30th and the final reporting period being January 1st to March 31st in a form and manner approved by the Province. Reports will be due 25 calendar days past the reporting period; the final fiscal year-end report is due on April 30th of each year.

PART 3. RELATED DOCUMENTATION:
Not applicable.

PART 4. KEY PERSONNEL:
Not applicable.

Schedule B – Fees and Expenses

Maximum Amount: Despite sections 2 and 3 of this Schedule, **$1,348,000.00** is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

1. Fees and Expenses will be disbursed over one fiscal year, Fiscal 2021-2022 (April 1, 2021 to March 31, 2022). Subject to the delivery and completion of the services described in Schedule of Services, in form and content satisfactory to the Contract Manager, the Province will make payments to the Contractor as follows:

Deliverable	Description	Amount(s)	Deliver on or before
Signed Contract	Signed Contract	$458,000.00	April 1, 2021
Service Report & Financial Report	Report 01 April 1 to June 30 3 months	$450,000.00	July 25, 2021
Service Report & Financial Report	Report 02 July 1 to Sept 30 3 months	$300,000.00	October 25, 2021
Service Report & Financial Report	Report 03 Oct 1 to Dec 31 3 months	$140,000.00	January 25, 2022
Draft financial report followed by final financial and service reports on April 30, 2022	Report 04 Jan 1 to Mar 31 3 months	N/A	March 31, 2022

2. Unless the Province has provided prior written approval to carry over year end savings, the Contractor will refund to the Province all over projected amounts of operational expenses on demand if the actual operational expenses incurred by the Contractor to perform the Services during the program year are less than projected operational funds for the program year, as set out in this Schedule or as determined in accordance with the Agreement. If the parties do not agree on the amount of the refund with 30 business days from the day of the Province's demand, the matter will be referred to binding arbitration under Paragraph 12 Dispute Resolution.

3. For clarity, reimbursements for any expenses and disbursements incurred by the Contractor required to provide the Services are included in the Maximum Amount.

4. Any costs paid to the Contractor as a result of a settlement agreement or an order for costs made by the BC Human Rights Tribunal or a court against a Respondent will not affect the payments set out in Section 1.

5. In the event this Agreement is terminated, the Contractor will be entitled to receive such pro-rated portion of any installment payments due to the Contractor. The Contractor will be entitled to no further payment or reimbursement whatsoever and will be liable to account to the Province in respect to an overpayment, provided that this section will not be construed so as to, in any manner, prejudice or limit such other rights and remedies available to the Province, in the event of the default of the Contractor under this Agreement.

3. EXPENSES:

Expenses:

a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Greater Vancouver, British Columbia on the same basis as the Province pays its Group II employees when they are on travel status; and

b. the Contractor's actual long-distance telephone, fax, postage and other identifiable communication expenses;

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

(a) the Contractor's legal name and address;

(b) the date of the statement;

(c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;

(d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;

(e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;

(f) a description of this Agreement to which the statement relates;

(g) a statement number for identification; and

(h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

   (a) Commercial General Liability in an amount not less than $2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must

      (i) include the Province as an additional insured,

      (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and

      (iii) include a cross liability clause.

2. All insurance described in section 1 of this Schedule must:

   (a) be primary; and

   (b) not require the sharing of any loss by any insurer of the Province.

3. The Contractor must provide the Province with evidence of all required insurance as follows:

   (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;

   (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

   (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,

   (a) "**access**" means disclosure by the provision of access;

   (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act*;

   (c) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

   (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act; and

   (e) "**privacy course**" means the Province's online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and

   (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

   (a) the purpose for collecting it;

   (b) the legal authority for collecting it; and

   (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.

7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.

12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.

13. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

    (a) receives a foreign demand for disclosure;

    (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or

    (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

    the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:

    (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and

    (b) any direction given by the Province under this Schedule.

24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.

32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

Not applicable.

Schedule G – Security Schedule

Definitions

1. In this Schedule:

(a) "**Device**" means any device to manage, operate or provide the Services or to connect to any Systems or any Province system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Agreement;

(b) "**Facilities**" means the physical locations (excluding those of the Province) the Contractor uses to provide the Services, or to house Systems or records containing Protected Information;

(c) "**Least Privilege**" means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;

(d) "**Need-to-Know**" means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;

(e) "**Personnel**" means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor's obligations under this Agreement, including unpaid volunteers and the Contractor or a Subcontractor if an individual;

(f) "**Policies**" means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);

(g) "**Protected Information**" means any and all:

(i) "personal information" as defined in the Privacy Protection Schedule if attached;

(ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and

(iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as "Protected Information" under this Agreement;

(h) "**Security Event Logs**" means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);

(i) "**Systems**" means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;

(j) "**Tenancy**" means those components of the Systems that:

(i) directly access and store Protected Information,

(ii) relate to Protected Information or the Province's tenancy activities, or

(iii) are customer facing and managed by the Province in its use of the Services; and

(k) "**Tenancy Security Event Logs**" means Security Event Logs that relate to Tenancy, including:

(i) log-on/log-off information about Province user activities, and

(ii) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

3. The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under this Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, if, after:

(a) verifying their identity and relevant education, professional qualifications and employment history;

(b) completing a criminal record check that is updated at least every five years;

(c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;

(d) performing any additional screening this Agreement or applicable law may require; and

(e) performing any additional background checks the Contractor considers appropriate,

the Contractor is satisfied that the individual does not constitute an unreasonable security risk.

5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.

6. If the Contractor is an individual, the Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Agreement, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Province, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Agreement, the Contractor (but not a Subcontractor) must provide in writing to the Province the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Province on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Agreement.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:

    (a) based on recognized industry standards; and

    (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Agreement otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Province's Policies accessible at https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures:

    (a) "Information Security Policy";

    (b) government wide IM/IT Standards; and

    (c) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:

(a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and

(b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

14. The Contractor must ensure that:

(a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;

(b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and

(c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.

16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Services.

Security Incident Response and Management

17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:

(a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and

(b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

20. For sections 18 and 19, encryption must comply with the Province's "Cryptographic Standards for Information Protection" accessible at https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures.

Isolation controls and logical isolation of data

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.

24. The Contactor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.

25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.

26. The Contractor must implement a formal user registration process for Personnel that includes:

    (a) verification of access levels;

    (b) creating and maintaining records of access privileges;

    (c) audit processes; and

    (d) actions to ensure access is not given before approval is granted by the Contractor.

27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.

28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.

29. The Contractor must ensure that all Systems and Devices:

    (a) are configured in alignment with industry standards;

    (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;

    (c) automatically lock the applicable account and Systems after failed logon failures;

    (d) limit the number of concurrent sessions;

    (e) prevent further access to Systems by initiating a session lock; and

(f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards, other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

31. The Contractor must ensure that Systems for password-based authentication:

(a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

(b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;

(c) store and transmit only encrypted representations of passwords;

(d) enforce password minimum and maximum lifetime restrictions;

(e) prohibit password reuse;

(f) prevent reuse of identifiers; and

(g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Agreement or the Province under this Agreement indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:

(a) two-factor authentication for access;

(b) enhanced logging that logs all accesses;

(c) request based access; and

(d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components

34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.

35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
(a) such additional period of time as the Province may instruct; or

(b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,

to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.

36. Upon the Province's request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province's security information and event management system or to an external log storage and retention system.

37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province's Policies then applicable to their acceptable use, access and protection accessible at https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures, including:

(a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Province's "Core Policy and Procedures Manual");

(b) "Information Security Policy";

(c) government wide IM/IT Standards; and

(d) sector or ministry specific IM/IT Standards, if any applicable to the Province ministry, agency or other representative receiving the Services.

39. The Province has the rights to:

(a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;

(b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;

(c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Province's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Province's Policies; and

(d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province's Policies applicable

to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.

42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.

43. The Contractor must review physical access logs at least once monthly.

44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:

    (a) hardening of the perimeter of the Facilities;

    (b) physical separation of public and restricted spaces;

    (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;

    (d) Access Control Systems (ACS) and/or Key Management processes; and

    (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

45. The Contractor must not use any production data in any development, test or training environments used for the Services without the Province's prior written consent. If the Province gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).

46. The Contractor must keep its development, test and training environments separate from its production environments used for the Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:

    (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;

    (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;

    (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;

(d) ensure that default passwords and shared accounts are not used for any Systems; and

(e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:

(a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;

(b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and

(c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:

(a) at such level of protection as the Province may instruct ; and

(b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

(a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;

(b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and

(c) all access to the management network is strictly controlled and exclusively enforced though a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:

(a) database maintenance utilities that bypass controls are restricted and monitored;

(b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and

(c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:

(a) have antivirus and malware protection as appropriate for the particular Device active at all times;

(b) are configured to perform antivirus scans at least once per week;

(c) have host based firewall configured, enabled and active at all times; and

(d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

55. The Contractor must:

(a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and

(b) implement processes to stay current with security threats.

Patching

56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.

57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Province otherwise consents in writing.

58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.

59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:

(a) with any identified vulnerabilities remedied, before being placed into production; and

(b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Web application vulnerability scanning

61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:

(a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and

(b) on a regular schedule, set at a minimum of one scan per quarter, unless the Province otherwise consents in writing.

Antivirus and malware scanning

62. The Contractor must ensure that all Systems servers:

(a) have antivirus and malware protection configured, active and enabled at all times;

(b) have antivirus and malware definitions updated at least once a day; and

(c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

63. The Contractor must ensure that all disposals of assets used in providing or relating to the Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.

65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

66. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.

67. The Contractor must securely erase:

(a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; and

(b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Agreement.

68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

69. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

70. The Contractor must fully co-operate with the Province to enable the Province to comply with e-discovery and legal hold obligations.

Incidents

71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, if, during or after the Term, the Contractor discovers a suspected or actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:

(a) immediately report the particulars of such incident to, and follow the instructions of, the Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province's website at https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents; and

(b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Province may give.

Investigations support and security investigations

72. The Contractor must:

(a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;

(b) provide the Province with any related investigation reports, which the Contractor may sanitize first;

(c) upon the Province's request, provide the Province with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and

(d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Province's request, the Contractor must:

(a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;

(b) provide the Province with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Province if the Province needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Province Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Province may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Province of any changes to its security Policies, management practices and security controls described in this Agreement that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Services.

Compliance verification

77. Upon the Province's request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
(a) vulnerability scan reports of those Systems providing the Services; and
(b) patch status reports for those Systems providing the Services.

78. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province has the rights, at any reasonable time and on reasonable notice to the Contractor, to:

(a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
(b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Agreement

79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section. If any non-compliance or deficiency is found, the Province may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

80. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.

82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.

84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Province referenced in this Schedule may be updated or replaced by the Province from time to time without notice, and if not found at the hyperlink or URL provided or via the Province's main website at http://www.gov.bc.ca, be obtained from the Province's contact for this Agreement.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule H – Tax Verification Schedule

Not Applicable.

CONTRIBUTION AGREEMENT

THIS AGREEMENT dated effective the 1st day of April, 2023.

BETWEEN:

> **HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the Attorney General
>
> (the "**Province**")
>
> OF THE FIRST PART

AND:

> **Community Legal Assistance Society,** and having an office at **300 - 1140 West Pender Street, Vancouver, BC V6E 4G1**
>
> (the "**Recipient**")
>
> OF THE SECOND PART

WHEREAS:

A. The Recipient has requested a certain contribution from the Province to assist with funding the Project;

B. The Province has agreed to contribute an aggregate amount for the Project; and

C. The Province and the Recipient wish to set out the terms and conditions respecting the Province's contribution in this Agreement.

NOW THEREFORE in consideration of the premises and covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties), the Parties agree as follows:

DEFINITIONS

1.01 In this Agreement:

(a) "Agreement" means this contribution agreement, including the schedules attached to it and forming part of it, all as may be amended, restated, replaced or supplemented from time to time;

(b) "BC Human Rights Tribunal" means the tribunal created under the Human Rights Code;

(c) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;

(d) "Complainant" means a person who has filed a Complaint under the Human Rights Code;

(e) "Complaint" means a complaint that has been filed under the Human Rights Code;

(f) "Contribution" means the funds paid or payable by the Province to the Recipient pursuant to this Agreement;

(g) “Effective Date” means the date indicated on the first page of this Agreement;

(h) “Event of Default” means any event of default described in section 11.01 of this Agreement;

(i) "FAA" means the *Financial Administration Act*, R.S.B.C. 1996, c.138;

(j) “Fiscal Year” means the period of time beginning on April 1 of a calendar year and ending on March 31 of the next calendar year;

(k) "Human Rights Code" means the Human Rights Code, R.S.B.C. 1996, c. 210;

(l) "Parties" means the Province and the Recipient;

(m) "Party" means either the Province or the Recipient;

(n) “Project” means **BC Human Rights Clinic,** as further described in **Schedule A**;

(o) “Reports” means the reports provided by the Recipient to the Province in accordance with section 5.01;

(p) "Respondent" means a person who is, or may be, named as a respondent in a Complaint;

(q) “Service Reports” means the reports described in section 2 of Schedule C;

(r) "Term" means the term of this Agreement described in section 2.01; and

(s) "Termination Date" has the meaning set out in section 2.01.

1.02 Capitalized terms defined in the recitals to this Agreement and used in this Agreement have the definitions given in the recitals.

TERM

2.01 The term of this Agreement commences on the Effective Date and ends on **March 31, 2024,** unless extended in accordance with section 2.02 or terminated in accordance with section 11.02 (the "**Termination Date**").

2.02 The Parties may extend the Term of the Agreement, by a written agreement duly executed by the Parties, for up to four additional Fiscal Years.

CONTRIBUTION

3.01 The Contribution consists of $**1,567,000.00** for each Fiscal Year of the Term of the Agreement, to be used by the Recipient for the Project in accordance with this Agreement.

3.02 The Province will provide the Contribution to the Recipient within the timeframe set out in **Schedule B**.

3.03 Notwithstanding any other provision of this Agreement, in no event will the Province be or become obligated to pay to the Recipient pursuant to this Agreement an amount exceeding the Contribution.

STIPULATIONS

4.01 The Recipient must apply the Contribution solely for the purposes of the Project and in accordance with the specifications and other requirements set out in **Schedule B**.

4.02 Without limiting section 11.02 or any other right of the Province in law or in equity, the Province may require the Recipient to pay to the Province any amount of the Contribution which the Recipient has used in contravention of section 4.01.

4.03 The Recipient must repay to the Province within **[60]** days of the Termination Date any portion of the Contribution that has not been expended by the Recipient for the Project on the Termination Date, unless otherwise agreed in writing by the Province.

REPORTS

5.01 The Recipient will comply with any requirements of **Schedule C**, including providing the Reports in accordance with **Schedule C**.

5.02 The Recipient hereby grants provide to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of the Reports, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute all or any part of the Reports, and the right to sublicense or assign to third-parties any or all of these rights. Upon the Province's request, the Recipient must provide the Province with documents satisfactory to the Province that irrevocably waive in the Province's favour, and in favour of its sublicensees or assigns, any moral rights that the Recipient (or its employees) or its contractors (or their employees) have in the Reports.

5.03 The Recipient will not include any information in the Reports which constitutes "personal information" within the meaning of the *Freedom of Information and Protection of Privacy Act* (British Columbia).

5.04 The Recipient will provide copies of its annual public reports to the Province.

AUDIT

6.01 The Recipient will establish and maintain for a period of not less than seven years from the expiration or termination of this Agreement accurate books of account and records, following generally accepted accounting principles, in relation to the Project, including but not limited to: all expenditures and revenues, all contracts and agreements, invoices, receipts and other records relating to Recipient’s use and expenditure of the Contribution.

6.02 Subject to solicitor-client privilege and section 6.03, the Recipient will grant the Province and its agents access, at any reasonable time and on reasonable notice to the Recipient, to the Recipient’s premises to inspect and, at the Province’s discretion, copy any of the records referenced under section 6.01. The Recipient will provide reasonable assistance to the Province to allow the Province to exercise its rights under this section.

6.03 In exercising its rights under section 6.02, the Province will not collect any information from the Recipient which constitutes "personal information" within the meaning of the *Freedom of Information and Protection of Privacy Act* (British Columbia).

INDEMNITY

7.01 The Recipient agrees to indemnify and save harmless the Province and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time during or following the Term which are based upon, arise out of or occur, directly or indirectly, by reason of, (a) any breach or inaccuracy of any representation or warranty made by the Recipient in this Agreement; or (b) any breach or failure by the Recipient to perform or fulfil any covenant, condition, or obligation of the Recipient contained in this Agreement; or (c) any act or omission by the Recipient or by any of the Recipient's agents, employees, officers, directors or subcontractors in connection with this Agreement, including any act or omission that results in a third party intellectual property infringement claim against the Province.

PUBLIC STATEMENTS

8.01 The Recipient will not make any public statements or communications about the Contribution or otherwise with respect to this Agreement or any Province involvement in the Project without the Province's prior written approval, which may be withheld by the Province at its discretion.

8.02 The Recipient will ensure that the Province

(a) is provided all relevant materials in advance of any approval referenced in section 8.01;

(b) is given a reasonable opportunity to review such materials; and

(c) gives its prior approval regarding the content and timing of all such public communications.

8.03 Without limiting section 8.01, the Recipient will acknowledge the Contribution in statements made to the public and third party beneficiaries with the following statement:

"*We gratefully acknowledge the financial support of the Province of British Columbia through the Ministry of Attorney General.*"

PROVINCE INTELLECTUAL PROPERTY

9.01 The Recipient will not use any logo, trademark, official mark or other branding of the Province (collectively, "**Branding**") except and in accordance with the Province's prior written approval. Any and all use by the Recipient of any Branding will be in the form provided by the Province and will comply

with the graphic standards and any conditions communicated by the Province to the Recipient from time to time.

REPRESENTATIONS AND WARRANTIES

10.01 The Recipient represents and warrants to the Province, with the intent that the Province will rely on such representations and warranties in entering into this Agreement, that:

(a) it is in good standing and has the power and capacity to accept, execute and deliver this Agreement;

(b) this Agreement is binding upon, and enforceable against, the Recipient in accordance with its terms;

(c) all information, certificates, statements, documents and Reports furnished or submitted by the Recipient in connection with this Agreement will be true and accurate on the date of delivery and will remain true and accurate throughout the Term;

(d) the Recipient has sufficient trained staff and resources in place to fulfil its obligations under this Agreement;

(e) the Recipient will administer the Contribution for the Project in compliance with its covenants and obligations under this Agreement; and

(f) there are no actions or proceedings pending (including appeals or applications for review) or to its knowledge threatened, before any court, arbitrator, administrative agency or governmental body which, if determined against it, would result in a change occurring in its properties, assets, condition (financial or otherwise), business or operations which would materially adversely affect its ability to fulfil its obligations under this Agreement.

10.02 If any representation, warranty, certificate, document or Report becomes untrue or inaccurate during the Term, the Recipient shall promptly advise the Province.

10.03 The provisions of sections 10.01 and 10.02 will continue in full force and effect notwithstanding the fulfillment by the Recipient of any or all of its obligations under this Agreement or the grant by the Province to the Recipient of any or all of the monies that the Province has agreed to provide to the Recipient pursuant to this Agreement.

DEFAULT

11.01 Any of the following will constitute an Event of Default of the Recipient under this Agreement:

(a) The Recipient fails to comply with a provision of this Agreement;

(b) any representation or warranty made by the Recipient in this Agreement is untrue or inaccurate;

(c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is materially untrue or inaccurate;

(d) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfil its obligations under this Agreement;

(e) an order is made, a resolution is passed, or a petition is filed for the liquidation or winding up of the Recipient;

(f) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; and

(g) the Recipient substantially ceases to operate in accordance with its established mandate.

11.02 If an Event of Default occurs the Province may at its discretion and without limitation:

(a) terminate this Agreement by written notice from the Province to the Recipient;

(b) if the Province believes, in its discretion, that the Event of Default is capable of being cured by the Recipient:

(i) by written notice to the Recipient, require that the Event of Default be remedied within a time period specified in the notice;

(ii) the Recipient must provide the Province with written notice of such cure by the conclusion of the time period specified in the notice and include, in particularity and in detail, reasonable detail of how

the Event of Default has been cured; and

(iii) any failure by the Recipient to rectify such Event of Default within the time period specified in the notice to the Province's satisfaction, as determined by the Province in its discretion, will be a breach of this Agreement by the Recipient;

(c) specify amounts, not to exceed in total the Contribution, that have not been accounted for and applied by the Recipient, that, within 30 business days of actual or deemed receipt by the Recipient of notice given by the Province to the Recipient, will become due and be payable by the Recipient to the Province;

(d) require the Recipient to make public the fact that an Event of Default has occurred; and

(e) pursue any remedy or take any action available to it at law or in equity.

NOTICES

12.01 Any notice, document, statement, report or demand desired or required to be given or made pursuant to this Agreement must be in writing and may be delivered by courier, by personal delivery or by electronic transmission (including by facsimile or email) from either Party as follows:

(a) if to the Province:

Justice Services Branch - Tribunals, Transformation, and
Independent Offices Division
Ministry of Attorney General
PO Box 9222 Stn Prov Govt
8th Floor, 1001 Douglas Street
Victoria, British Columbia
Canada, V8W 9J1
Email: TTIOD@gov.bc.ca
Facsimile: 250-356-2721
Attention: Zac Kremler A/Executive Director

(b) and if to the Recipient:

Community Legal Assistance Society
300 – 1140 West Pender Street
Vancouver, British Columbia
Canada, V6E 4G1
Email: jmendes@clasbc.net

Facsimile: 604-685-7611
Attention: Jacqui Mendes, Executive Director

Any such communication will be conclusively deemed validly given to and received by the intended recipient on the day on which it was so delivered or transmitted unless received after 5:00 pm (local time in the place of receipt) in which case it will be deemed to be given on the next business day.

12.02 Either Party may, from time to time, give written notice to the other Party of any change of address, email or facsimile number of the Party giving such notice and after the giving of such notice, the address, email or facsimile number therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the Party giving such notice.

APPROPRIATION

13.01 Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Recipient pursuant to this Agreement is subject to:

(a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province in any Fiscal Year or part thereof when any such payment may be required, to make that payment; and

(b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in section 13.01(a).

RELATIONSHIP

14.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the Parties pursuant to this Agreement.

14.02 The Recipient will not be a dependant contractor or employee of the Province under this Agreement.

14.03 The Recipient will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm or corporation in connection with this Agreement.

NON-WAIVER

15.01 No term or condition of this Agreement and no breach by one Party of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the other Party.

15.02 The written waiver by one Party of any breach by the other Party of any term or condition of this Agreement will not be deemed a waiver of such term or condition or of any subsequent breach by the other Party of the same or any other term or condition of this Agreement.

ENTIRE AGREEMENT

16.01 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

FURTHER ACTS AND ASSURANCES

17.01 Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

TIME OF ESSENCE

18.01 Time will be of the essence of this Agreement.

SURVIVAL OF PROVISIONS

19.01 Sections 3.01, 3.03, 4.01, 4.02, 4.03, 5.01, 5.02, 5.03, 5.04, 6.01, 6.02, 6.03, 7.01, 8.01, 8.02, 8.03, 9.01, 10.01, 10.02, 10.03, 11.01, 11.02, 12.01, 12.02, 13.01, 14.01, 14.02, 14.03, 15.01, 15.02, 17.01, 19.01, 20.01, 20.08, 23.01, 23.02, 23.03 and any other sections of this Agreement which by their nature are intended to survive the termination of this Agreement and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

INTERPRETATION

20.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

20.02 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

20.03 Any reference to a statute in this Agreement, whether or not that statute has been defined, includes all regulations at any time made under or pursuant to that statute and amendments to that statute.

20.04 This Agreement will be interpreted and construed with such changes in number and gender as the context so requires.

20.05 If any provision in this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect to the extent permitted by law.

20.06 Any reference to the Province's "discretion" means the Province's sole, absolute and unfettered discretion.

20.07 The terms "section" and "schedule" refer to sections and schedules within this Agreement.

20.08 Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province of any statutory power or duty.

ASSIGNMENT

22.01 The Recipient will not, without the prior written consent of the Province assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement.

22.02 This Agreement will ensure to the benefit of and be binding upon the Recipient and its successors and permitted assigns and the Province and its assigns.

DISPUTE RESOLUTION

23.01 In the event of any dispute between the Parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the Parties otherwise agree in writing:

(a) the Parties must initially attempt to resolve the dispute through collaborative negotiation;

(b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the Parties must then attempt to resolve the dispute through mediation; and

(c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* (British Columbia) and:

(i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;

(ii) there will be a single arbitrator;

(iii) British Columbia law is the applicable law; and

(iv) the decision of the arbitrator will be final and binding on the Parties.

23.02 Unless the Parties otherwise agree in writing, an arbitration or mediation under section 23.01 will be held in Victoria, British Columbia.

23.03 Unless the Parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the Parties must share equally the costs of a mediation or arbitration under section 23.01 other than those costs relating to the production of expert evidence or representation by counsel.

COUNTERPARTS AND ELECTRONIC DELIVERY

24.01 This Agreement may be entered into by each Party signing a separate copy of this Agreement and delivering it to the other Party. When taken together, they will be treated as one and the same agreement. Delivery of a signature page by electronic means (including by facsimile or in PDF format) will be as valid and effective as delivery of an original. A Party that delivers a signature page by electronic means agrees to provide an original signed counterpart if requested to do so by the other Party.

AMENDMENT

24.02 The Parties may amend the Agreement by a written agreement duly executed by the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as set out below.

SIGNED on behalf of His Majesty the)
King in Right of the Province of)
British Columbia by a duly authorized)
representative of the)
Attorney General)
this 26th day of March, 2023:)

_____

) For the Attorney General

SIGNED on behalf of the Recipient.)
by a duly authorized representative)
this 24th day of March, 2023:)

_____

) For Community Legal Assistance Society

Schedule A

PROJECT

1. BACKGROUND

The Recipient, through its BC Human Rights Clinic (Clinic), provides information, public legal education, early resolution, advocacy services and legal assistance, including legal representation to people with human rights complaints or potential human rights complaints in British Columbia.

Clinic services emphasize the prevention and early resolution of human rights issues, with the priority being delivery of public legal education and information services and early resolution services, including resolution outside of the formal complaints process where possible. The Clinic provides legal information and advice to people with potential human rights complaints. The Clinic provides legal advice and representation services to Complainants who meet the eligibility criteria outlined in section 8 of this Schedule. Proportionality principles govern the delivery of all services – in other words, the amount of process and resources used to resolve a case will be proportionate to the monetary value, complexity and importance of the case.

2. PROJECT

The Clinic means public legal education and information described in s. 6 of this Schedule, summary advice and early resolution services described in s. 7 of this Schedule, and services described in, or related to, sections 3, 5, 8, 9, 10, 11, 12, and 13 of this Schedule.

3. RECIPIENT'S OBLIGATIONS

(a) The Recipient will administer the Project under the program title BC Human Rights Clinic and will use this title in all material, correspondence, communications, and in any dealings with the public and Respondents and Complainants related to the administration of the Project.

(b) Without limiting clause (a), the Recipient will ensure that any of the employees, contractors, or pro bono lawyers it retains to represent Complainants, will maintain throughout the Term:

i. all certifications and licenses necessary to practice law and qualify as legal counsel in British Columbia; and

ii. at least the minimum professional liability insurance coverage that is required from time to time for a barrister and solicitor in the private practice in the Province of British Columbia in order to obtain the aforesaid certifications and licences.

(c) The Recipient will, at the request of the Province, provide evidence satisfactory to the Province that the Recipient and all personnel engaged by the Recipient hold or have been issued all required licences, certificates and memberships and that they are valid and subsisting and in good standing.

(d) The Recipient will participate in any evaluation or review of the administration of the Project as required by the Province.

(f) The Recipient will implement an internal complaint process to respond to complaints by Complainants about the Project.

(g) The Recipient must maintain a comprehensive information management database with the ability to report data by month and cumulatively by fiscal year-to-date.

4. RECIPIENT'S OTHER WORK

Nothing in this Agreement will affect the entitlement of the Recipient to bring any kind of legal action against the Province and/or the BC Human Rights Tribunal that might arise in the ordinary course of its business of assisting clients, in any of the programs it operates.

5. OBLIGATIONS ON EXPIRATION OR TERMINATION OF AGREEMENT

(a) On expiration or termination of this Agreement, the Recipient will take instructions from the Complainant with respect to his or her open Complainant file whether to:

i. deliver the file to the Complainant;

ii. if the Recipient is agreeable, continue to have conduct of the Complainant's file without provincial funding; or

iii. deliver the Complainant's file to another person or agency as arranged by the Province.

(b) On expiration or termination of this Agreement, the Recipient and the Province may develop a negotiated withdrawal of services plan which may include adjustments to the services and provisions for the secure storage or retention of files which are subject to solicitor-client privilege in addition to any other provisions which may be required for the orderly withdrawal or ending of the services.

6. PUBLIC LEGAL EDUCATION AND INFORMATION

The Recipient must make public legal education and information related to human rights issues and services accessible to people throughout BC. Public legal education and information must be available by telephone, online or in person.

The Recipient must:

a) Maintain a telephone enquiry line accessible to all people within BC during business hours on business days that meets the following requirements:

i. provides an initial call-back within three business days;

ii. provides basic information regarding the Human Rights Code, including how to be protected from discrimination, whether the Code may apply to a particular complaint, and how the BC Human Rights Tribunal process works;

iii. Refers callers who have had their Complaint accepted by the BC Human Rights Tribunal to the intake team for an initial evaluation to determine if further eligibility and contact is necessary and to give appropriate information; and

iv. provides appropriate service options and referrals including the availability of the Short Service Clinic if appropriate. The Short Service Clinic is a free weekly clinic offered at least one day per week in which there are no statutory holidays.

b) Maintain a human rights website.

c) Provide a minimum of 15 public legal education and information sessions. These may include participation in community programs that promote the purposes of the Code and public events on behalf of the BC Human Rights Clinic.

d) Provide education sessions based on demand to employers, service providers, labour representatives and other interested groups (collectively the "Education Groups") throughout British Columbia, including sessions designed to teach the Education Groups techniques for early resolution of human rights disputes.

e) Prepare any necessary education materials required to deliver public information sessions and education sessions in consultation with the Human Rights Tribunal.

7. SUMMARY ADVICE AND EARLY RESOLUTION SERVICES

The Recipient must provide summary advice and early resolution services to members of the public seeking information, guidance, and advice on human rights matters. The summary advice and early resolution services may consist of:

a) an initial assessment of whether the person's problem may constitute a human rights violation;
b) information and guidance on filing a complaint and assistance to do so, where appropriate;
c) services designed to prevent human rights issues and resolve them outside the formal complaints process, where possible;
d) advice respecting options for resolving a human rights complaint, including advice about compensation ranges and other possible remedies;
e) advice respecting straightforward legal issues, including issues in relation to execution of settlement agreements and releases; and
f) referrals or recommended service alternatives as appropriate.

The Recipient must provide the summary advice and early resolution services through:

i. direct access to lawyers and legal advocates, subject to resource availability and at the discretion of the Recipient;
ii. a free weekly clinic (the Short Service Clinic) offered at least one day per week in which there are no statutory holidays.

8. DETERMINE ELIGIBILITY FOR COMPLAINANT SERVICES

The Recipient will provide Complainant services to individuals residing in BC who require assistance to access the complaint process of the BC Human Rights Tribunal. Complainant services include intake, settlement and resolution, and legal

advice and representation services as described below. Eligibility for Complainant services must be determined in accordance with the following:

Mandatory criteria:

a) the individual's Complaint has been accepted by the BC Human Rights Tribunal;

b) the individual has revealed what appears to be a case of discrimination on its face; and

c) the individual is unable to obtain assistance from other sources, such as a private lawyer or other agencies that provide legal services without charge or at a significantly reduced rate, including a union, community agency, or professional association.

In addition to the mandatory criteria the Recipient must consider whether:

a) the individual meets the income screening guidelines set out below. No substantiating documentation of income is required. The Recipient may use its discretion to determine which point in time will reasonably be used for this income screening (e.g. either before or after a recent job loss that might be the subject of the Complaint). If it becomes evident while providing Complainant services that the individual reported inaccurate income and was not eligible for service, the Recipient must refer the client to another service instead of proceeding with services. The inaccuracy must be noted in the client file. If the person returns for service at a later time, the discrepancy must be discussed, and the person asked to provide proof of income before receiving service.

Number of Household Members1	**Annual Net Household Income 1,2,3**
4 or fewer	$49,106
5	$55,695
6	$62,814
7 or more	$69,935

(1) Family members include children and parent(s) or other adults responsible for and living with the children.

(2) Household income usually includes all money or benefits earned or received by adult family members who are living together.

(3) Income is the person's net annual income from all sources.

b) the individual is unable to represent him/herself due to diminished capacity or other physical, mental or socio-economic limitations affecting their ability do so;

c) the individual has applied for assistance in a timely manner;

d) the individual has filed an application with the Recipient;

e) the individual is willing to sign a retainer letter;

f) the merits of the case and the likelihood that the Complainant will succeed;

g) the availability of alternative processes and opportunities for resolution that may reasonably address the issues raised in the Complaint;

h) the nature of the issues raised by the Complaint, including whether the Complaint is likely to benefit more than one person and raises important issues of law, the resolution of which would advance the purposes of the Human Rights Code; and

i) the availability of the Recipient's (and other) resources to provide the Complainant services.

9. COMPLAINANT SERVICES

Services are to be delivered to Complainants in the following priority:

a) First priority: Complainants unable to represent themselves due to diminished capacity or other limitations affecting their ability to do so who are of modest means according to the above income screening guidelines.

b) Second priority: Complainants who are of modest means according to the above income amounts.

c) Third priority: Subject to resources and available funding, provide services to Complainants who do not fit in the first two priority categories.

After assessing eligibility under section 8 of this Schedule, determining the level of priority as described above, the Recipient must provide the following types of services.

10. INTAKE SERVICES

The Recipient must provide the following intake services:

a) interview the Complainant to obtain a thorough overview of the issues raised in the Complaint;

b) apply standard human rights law and principles to analyse the facts as represented and advise on options in addition to a Complaint for responding to the issues, including filing a grievance under a collective agreement or dealing with the matter under another process;

c) determine and advise if a request should be made to the BC Human Rights Tribunal to defer the processing of the Complaint;

d) determine and advise if the complaint form should be amended; and

e) determine the most cost-effective way to address the issue while maintaining service integrity and using the principles of proportionality.

11. SETTLEMENT AND RESOLUTION SERVICES FOR ELIGIBLE COMPLAINANTS

The Recipient must provide the following settlement and resolution services throughout the complaint process by:

a) explaining to Complainants how settlement processes (including mediation) work, and what is expected of the Complainant and of the other parties;

b) reviewing factual elements of the potential terms of settlement and instructing the Complainant to assemble any reasonably expected documents such as income tax returns or pay stubs;

c) explaining to the Complainant what the legal basis for remedy in human rights law is, assessing proposals for settlement and advising on the reasonableness and appropriateness of settlement proposals;

d) attending mediation or other resolution proceedings with the Complainant;

e) preparing submissions or documents as requested by a mediator or chair of an early resolution proceeding; and

f) in the event of a settlement, assisting the Complainant with post-settlement requirements, such as finalizing the settlement agreement, obtaining releases, and dismissing or discontinuing the proceedings before the BC Human Rights Tribunal.

12. ADDITIONAL LEGAL SERVICES

The Recipient may only provide additional legal representation if all available options to reach an appropriate settlement have been utilized.

The Recipient may provide additional legal advice and representation services to eligible Complainants. These services shall be delivered by appropriate persons, including lawyers who have the requisite degree of competence; or by persons legally authorized to provide such services.

Additional legal advice and representation services include the following:

12.1 Preliminary Applications

The Recipient will:

a) determine if preliminary applications, such as applications to compel the production of documents or to amend complaint forms, are required and take the required measures to prepare said applications; and

b) respond to any pre-hearing applications filed by another party to the Complaint including applications to dismiss the Complaint on a preliminary basis.

12.2 Pre-Hearing Preparation

The Recipient will deliver hearing preparation services including the following:

a) undertaking all preparation incidental to preparing for a hearing before the BC Human Rights Tribunal including carrying out correspondence, reviewing the Complaints filed and meeting with the Complainant;

b) undertaking all legal and evidentiary research reasonably necessary or desirable to competently represent the Complainant at the various stages of the BC Human Rights Tribunal's complaint process including formal pre-hearing events;

c) contacting witnesses including ensuring available witnesses are interviewed, witness statements are prepared where appropriate, witness statements are disclosed as required, and that lay and expert witnesses are prepared for hearing;

d) preparing evidence including undertaking reasonable additional steps as required to confirm or rebut allegations made by the parties such as by written interrogatories, in person interviews, or other fact-finding processes in preparation for the hearing;

e) assessing and ensuring that expert evidence has been commissioned, consulting and retaining experts, ensuring expert reports are delivered within the prescribed time periods and, where required, attending at examinations for discovery of the experts or other parties;

f) preparing for and attending pre-hearing motions;

g) preparing documents and submissions as necessary;

h) complying with disclosure of documents; and,

i) discussing settlement options with the Complainant.

12.3. Services during the Hearing

The Recipient will:

a) represent Complainants at hearings before the BC Human Rights Tribunal;

b) present opening and closing statements;

c) prepare and introduce all relevant documentary evidence;

d) conduct direct and cross examination of witnesses;

e) present all relevant legal research in support of the Complainant's case; and,

f) draft and submit written closing arguments, including reply arguments, if required.

12.4 Post-Hearing Matters

The Recipient will attend to post-hearing matters, such as preparation of additional submissions as requested by the BC Human Rights Tribunal and will file orders of the BC Human Rights Tribunal with the Supreme Court of British Columbia.

12.5 Services Outside the Scope of Legal Advice and Representation Services

The Recipient will not represent the Complainant other than as specifically referenced in this Schedule and in particular will not provide representation in:

a) an application to the Supreme Court of British Columbia to enforce a settlement agreement or an order of the BC Human Rights Tribunal;

b) judicial reviews; and

c) appellate cases.

13. LIMITATION OF WITHDRAWAL OF COMPLAINANT SERVICES

The Recipient may limit or withdraw Complainant services from a person previously found to be eligible for services, if the Recipient determines, in its sole discretion, there is a valid reason to do so. The Recipient must document why and at what stage the service was limited or withdrawn.

Schedule B

PROJECT PURPOSES AND SPECIFICATIONS

1. CONTRIBUTION:

(a) The Province will disburse the Contribution to the Recipient, upon receipt of the documentation described below, in form and content satisfactory to the Province, as follows, for a given Fiscal Year:

Milestone	**Description**	**Amount(s)**	**Milestone due on or before**
Signed Contract	Signed Contract	$532,000.00	April 1
Service Report & Financial Report	Report 01 April 1 to June 30 3 months	$523,000.00	July 25
Service Report & Financial Report	Report 02 July 1 to Sept 30 3 months	$349,000.00	October 25
Service Report & Financial Report	Report 03 Oct 1 to Dec 31 3 months	$163,000.00	January 25
Draft financial report	Report 04 Jan 1 to Mar 31 3 months	N/A	March 31

(b) Any amounts paid by the Province to the Recipient as a result of a settlement agreement or an order for costs made by the BC Human Rights Tribunal or a court against a Respondent will not affect the Contribution.

Schedule C

REPORTS

1. The Recipient will provide the Province with:

(a) quarterly Service Reports and financial reports, in form and content satisfactory to the Province, in respect of the following time periods, and due on the following dates, of a given Fiscal Year:

a. April 1 to June 30 – due on or before July 25
b. July 1 to Sept 30 – due on or before October 25
c. Oct 1 to Dec 31 – due on or before January 25
d. Jan 1 to Mar 31 – due on or before March 31; and

(b) the Recipient's year end Service Report, by April 30 of the next Fiscal Year, and a copy of the Recipient's annual audited financial report relating to the previous year by September 30 of the next Fiscal Year.

2. Service Reports must:

a) focus on the following four key areas:

i. Length of time from intake to resolution;

ii. Cost per case;

iii. Complainant satisfaction with process and outcome; and

iv. Activities clearly linked to the BC Human Rights Clinic goals and objectives.

b) Include the following:

i. Background and context;

ii. Mission statement, goals and objectives;

iii. Nature of the client community;

iv. Nature of the issues that are being addressed;

v. Description of activities and measures of success; and

vi. Impact.

3. The Recipient will meet with the Province, upon the Province’s request, to review and discuss the Service Reports.

4. Subject to solicitor-client privilege, and upon the Province's reasonable request, the Recipient must provide data, information, or reports, in a form and at the times satisfactory to the Province.